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

FORM 10-Q

☒ **Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended March 31, 2022

☐ **Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Commission File Number: 001-36002

Clearway Energy, Inc.

(Exact name of registrant as specified in its charter)

Delaware			**46-1777204**
(State or other jurisdiction of incorporation or organization)			(I.R.S. Employer Identification No.)
300 Carnegie Center, Suite 300	**Princeton**	**New Jersey**	**08540**
(Address of principal executive offices)			(Zip Code)

(609) 608-1525
(Registrant's telephone number, including area code)

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ **No** ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ **No** ☐

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ **No** ☒

As of April 29, 2022, there were 34,599,645 shares of Class A common stock outstanding, par value $0.01 per share, 42,738,750 shares of Class B common stock outstanding, par value $0.01 per share, 81,944,239 shares of Class C common stock outstanding, par value $0.01 per share, and 42,738,750 shares of Class D common stock outstanding, par value $0.01 per share.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This Quarterly Report on Form 10-Q of Clearway Energy, Inc., together with its consolidated subsidiaries, or the Company, includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. The words "believes," "projects," "anticipates," "plans," "expects," "intends," "estimates" and similar expressions are intended to identify forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Company's actual results, performance and achievements, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These factors, risks and uncertainties include the factors described under Item 1A — *Risk Factors* in Part I of the Company's Annual Report on Form 10-K for the year ended December 31, 2021, as well as the following:

- The Company's ability to maintain and grow its quarterly dividend;
- Potential risks related to COVID-19 (including any variant of the virus) or any other pandemic;
- Potential risks related to the Company's relationships with GIP and CEG;
- The Company's ability to successfully identify, evaluate and consummate acquisitions from, and dispositions to, third parties;
- The Company's ability to acquire assets from GIP or CEG;
- The Company's ability to raise additional capital due to its indebtedness, corporate structure, market conditions or otherwise;
- Changes in law, including judicial decisions;
- Hazards customary to the power production industry and power generation operations such as fuel and electricity price volatility, unusual weather conditions (including wind and solar conditions), catastrophic weather-related or other damage to facilities, unscheduled generation outages, maintenance or repairs, unanticipated changes to fuel supply costs or availability due to higher demand, shortages, transportation problems or other developments, environmental incidents, or electric transmission or gas pipeline system constraints and the possibility that the Company may not have adequate insurance to cover losses as a result of such hazards;
- The Company's ability to operate its businesses efficiently, manage maintenance capital expenditures and costs effectively, and generate earnings and cash flows from its asset-based businesses in relation to its debt and other obligations;
- The willingness and ability of counterparties to the Company's offtake agreements to fulfill their obligations under such agreements;
- The Company's ability to enter into contracts to sell power and procure fuel on acceptable terms and prices as current offtake agreements expire;
- Government regulation, including compliance with regulatory requirements and changes in market rules, rates, tariffs and environmental laws;
- Operating and financial restrictions placed on the Company that are contained in the project-level debt facilities and other agreements of certain subsidiaries and project-level subsidiaries generally, in the Clearway Energy Operating LLC amended and restated revolving credit facility and in the indentures governing the Senior Notes;
- Cyber terrorism and inadequate cybersecurity, or the occurrence of a catastrophic loss and the possibility that the Company may not have adequate insurance to cover losses resulting from such hazards or the inability of the Company's insurers to provide coverage; and
- The Company's ability to borrow additional funds and access capital markets, as well as the Company's substantial indebtedness and the possibility that the Company may incur additional indebtedness going forward.

Forward-looking statements speak only as of the date they were made, and the Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. The foregoing review of factors that could cause the Company's actual results to differ materially from those contemplated in any forward-looking statements included in this Quarterly Report on Form 10-Q should not be construed as exhaustive.

GLOSSARY OF TERMS

When the following terms and abbreviations appear in the text of this report, they have the meanings indicated below:

2025 Senior Notes	$600 million aggregate principal amount of 5.750% unsecured senior notes due 2025, issued by Clearway Energy Operating LLC, which were repurchased and redeemed in March 2021
2028 Senior Notes	$850 million aggregate principal amount of 4.750% unsecured senior notes due 2028, issued by Clearway Energy Operating LLC
2031 Senior Notes	$925 million aggregate principal amount of 3.750% unsecured senior notes due 2031, issued by Clearway Energy Operating LLC
2032 Senior Notes	$350 million aggregate principal amount of 3.750% unsecured senior notes due 2032, issued by Clearway Energy Operating LLC
Adjusted EBITDA	A non-GAAP measure, represents earnings before interest (including loss on debt extinguishment), tax, depreciation and amortization adjusted for mark-to-market gains or losses, asset write offs and impairments; and factors which the Company does not consider indicative of future operating performance
ASC	The FASB Accounting Standards Codification, which the FASB established as the source of authoritative GAAP
ASU	Accounting Standards Updates - updates to the ASC
ATM Programs	At-The-Market Equity Offering Programs
Bridge Loan Agreement	Senior secured bridge credit agreement entered into by Clearway Energy Operating LLC that provided a term loan facility in an aggregate principal amount of $335 million and was repaid on May 3, 2022
CAFD	A non-GAAP measure, Cash Available for Distribution is defined as of March 31, 2022 as Adjusted EBITDA plus cash distributions/return of investment from unconsolidated affiliates, cash receipts from notes receivable, cash distributions from noncontrolling interests, adjustments to reflect sales-type lease cash payments and payments for lease expenses, less cash distributions to noncontrolling interests, maintenance capital expenditures, pro-rata Adjusted EBITDA from unconsolidated affiliates, cash interest paid, income taxes paid, principal amortization of indebtedness, changes in prepaid and accrued capacity payments, and adjusted for development expenses
CEG	Clearway Energy Group LLC (formerly Zephyr Renewables LLC)
CEG Master Services Agreement	Master Services Agreements entered into as of August 31, 2018 between the Company, Clearway Energy LLC and Clearway Energy Operating LLC, and CEG
Clearway Energy LLC	The holding company through which the projects are owned by Clearway Energy Group LLC, the holder of Class B and Class D units, and Clearway Energy, Inc., the holder of the Class A and Class C units
Clearway Energy Group LLC	The holder of all of the Company's Class B and Class D common shares and Clearway Energy LLC's Class B and Class D units and from time to time, possibly shares of the Company's Class A and/or Class C common stock
Clearway Energy Operating LLC	The holder of the project assets that are owned by Clearway Energy LLC
Company	Clearway Energy, Inc. together with its consolidated subsidiaries
CVSR	California Valley Solar Ranch
CVSR Holdco	CVSR Holdco LLC, the indirect owner of CVSR
Distributed Solar	Solar power projects, typically less than 20 MW in size (on an alternating current, or AC, basis), that primarily sell power produced to customers for usage on site, or are interconnected to sell power into the local distribution grid
Drop Down Assets	Assets under common control acquired by the Company from CEG
Exchange Act	The Securities Exchange Act of 1934, as amended
FASB	Financial Accounting Standards Board
GAAP	Accounting principles generally accepted in the U.S.
GenConn	GenConn Energy LLC
GIP	Global Infrastructure Partners
HLBV	Hypothetical Liquidation at Book Value
KKR	KKR Thor Bidco, LLC, an affiliate of Kohlberg Kravis Roberts & Co. L.P.

LIBOR	London Inter-Bank Offered Rate
Mesquite Star	Mesquite Star Special LLC
MMBtu	Million British Thermal Units
Mt. Storm	NedPower Mount Storm LLC
MW	Megawatt
MWh	Saleable megawatt hours, net of internal/parasitic load megawatt-hours
MWt	Megawatts Thermal Equivalent
Net Exposure	Counterparty credit exposure to Clearway Energy, Inc. net of collateral
NOLs	Net Operating Losses
NPNS	Normal Purchases and Normal Sales
OCL	Other comprehensive loss
O&M	Operations and Maintenance
PG&E	Pacific Gas and Electric Company
PPA	Power Purchase Agreement
RENOM	Clearway Renewable Operation & Maintenance LLC
SCE	Southern California Edison
SEC	U.S. Securities and Exchange Commission
Senior Notes	Collectively, the 2028 Senior Notes, the 2031 Senior Notes and the 2032 Senior Notes
SOFR	Secured Overnight Financing Rate
SPP	Solar Power Partners
SREC	Solar Renewable Energy Credit
Tax Act	Tax Cuts and Jobs Act of 2017
Thermal Business	The Company's thermal business, which consists of thermal infrastructure assets that provide steam, hot water and/or chilled water, and in some instances electricity, to commercial businesses, universities, hospitals and governmental units
Thermal Disposition	On May 1, 2022, the Company completed the sale of 100% of its interests in the Thermal Business to KKR
U.S.	United States of America
Utah Solar Portfolio	Seven utility-scale solar farms located in Utah, representing 530 MW of capacity
Utility Scale Solar	Solar power projects, typically 20 MW or greater in size (on an alternating current, or AC, basis), that are interconnected into the transmission or distribution grid to sell power at a wholesale level
VaR	Value at Risk
VIE	Variable Interest Entity

PART I - FINANCIAL INFORMATION

ITEM 1 — FINANCIAL STATEMENTS

CLEARWAY ENERGY, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

(Unaudited)

(In millions, except per share amounts)	Three months ended March 31, 2022	2021
Operating Revenues		
Total operating revenues	$ 214	$ 237
Operating Costs and Expenses		
Cost of operations, exclusive of depreciation, amortization and accretion shown separately below	128	110
Depreciation, amortization and accretion	124	128
General and administrative	12	10
Transaction and integration costs	2	2
Development costs	1	1
Total operating costs and expenses	267	251
Operating Loss	(53)	(14)
Other Income (Expense)		
Equity in earnings of unconsolidated affiliates	4	4
Other income, net	—	1
Loss on debt extinguishment	(2)	(42)
Interest expense	(47)	(45)
Total other expense, net	(45)	(82)
Loss Before Income Taxes	(98)	(96)
Income tax benefit	(1)	(20)
Net Loss	(97)	(76)
Less: Loss attributable to noncontrolling interests and redeemable interests	(65)	(79)
Net (Loss) Income Attributable to Clearway Energy, Inc.	$ (32)	$ 3
(Losses) Earnings Per Share Attributable to Clearway Energy, Inc. Class A and Class C Common Stockholders		
Weighted average number of Class A common shares outstanding - basic and diluted	35	35
Weighted average number of Class C common shares outstanding - basic and diluted	82	82
(Losses) Earnings per Weighted Average Class A and Class C Common Share - Basic and Diluted	$ (0.28)	$ 0.03
Dividends Per Class A Common Share	$ 0.3468	$ 0.3240
Dividends Per Class C Common Share	$ 0.3468	$ 0.3240

See accompanying notes to consolidated financial statements.

CLEARWAY ENERGY, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME

(Unaudited)

(In millions)	Three months ended March 31, 2022	2021
Net Loss	$ (97)	$ (76)
Other Comprehensive Income		
Unrealized gain on derivatives, net of income tax expense of, $2 and $2	14	11
Other comprehensive income	14	11
Comprehensive Loss	(83)	(65)
Less: Comprehensive loss attributable to noncontrolling interests and redeemable interests	(57)	(72)
Comprehensive (Loss) Income Attributable to Clearway Energy, Inc.	$ (26)	$ 7

See accompanying notes to consolidated financial statements.

CLEARWAY ENERGY, INC.
CONSOLIDATED BALANCE SHEETS

(In millions, except shares)	March 31, 2022	December 31, 2021
ASSETS	(Unaudited)	
Current Assets		
Cash and cash equivalents	$ 140	$ 179
Restricted cash	326	475
Accounts receivable — trade	153	144
Inventory	38	37
Derivative instruments	2	—
Current assets held-for-sale	653	631
Prepayments and other current assets	61	65
Total current assets	1,373	1,531
Property, plant and equipment, net	7,661	7,650
Other Assets		
Equity investments in affiliates	374	381
Intangible assets for power purchase agreements, net	2,379	2,419
Other intangible assets, net	78	80
Derivative instruments	16	6
Deferred income taxes	100	95
Right-of-use assets, net	528	550
Other non-current assets	119	101
Total other assets	3,594	3,632
Total Assets	$ 12,628	$ 12,813
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Current portion of long-term debt	$ 770	$ 772
Accounts payable — trade	76	74
Accounts payable — affiliates	15	107
Derivative instruments	71	46
Accrued interest expense	40	54
Current liabilities held-for-sale	500	494
Accrued expenses and other current liabilities	55	84
Total current liabilities	1,527	1,631
Other Liabilities		
Long-term debt	6,979	6,939
Deferred income taxes	11	13
Derivative instruments	252	196
Long-term lease liabilities	541	561
Other non-current liabilities	179	173
Total other liabilities	7,962	7,882
Total Liabilities	9,489	9,513
Commitments and Contingencies		
Stockholders' Equity		
Preferred stock, $0.01 par value; 10,000,000 shares authorized; none issued	—	—
Class A, Class B, Class C and Class D common stock, $0.01 par value; 3,000,000,000 shares authorized (Class A 500,000,000, Class B 500,000,000, Class C 1,000,000,000, Class D 1,000,000,000); 201,995,385 shares issued and outstanding (Class A 34,599,645, Class B 42,738,750, Class C 81,918,240, Class D 42,738,750) at March 31, 2022 and 201,856,166 shares issued and outstanding (Class A 34,599,645, Class B 42,738,750, Class C 81,779,021, Class D 42,738,750) at December 31, 2021	1	1
Additional paid-in capital	1,826	1,872
Accumulated deficit	(65)	(33)
Accumulated other comprehensive loss	—	(6)
Noncontrolling interest	1,377	1,466
Total Stockholders' Equity	3,139	3,300
Total Liabilities and Stockholders' Equity	$ 12,628	$ 12,813

See accompanying notes to consolidated financial statements.

CLEARWAY ENERGY, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(In millions)	Three months ended March 31, 2022	2021
Cash Flows from Operating Activities		
Net Loss	$ (97)	$ (76)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Equity in earnings of unconsolidated affiliates	(4)	(4)
Distributions from unconsolidated affiliates	11	13
Depreciation, amortization and accretion	124	128
Amortization of financing costs and debt discounts	4	4
Amortization of intangibles	42	32
Loss on debt extinguishment	2	42
Reduction in carrying amount of right-of-use assets	4	2
Changes in deferred income taxes	(1)	(20)
Changes in derivative instruments	82	(27)
Cash used in changes in other working capital		
Changes in prepaid and accrued liabilities for tolling agreements	(44)	(44)
Changes in other working capital	(30)	(3)
Net Cash Provided by Operating Activities	93	47
Cash Flows from Investing Activities		
Acquisitions, net of cash acquired	—	(111)
Acquisition of Drop Down Assets	(51)	(132)
Capital expenditures	(47)	(58)
Asset purchase from affiliate	—	(21)
Return of investment from unconsolidated affiliates	3	8
Other	3	—
Net Cash Used in Investing Activities	(92)	(314)
Cash Flows from Financing Activities		
Contributions from noncontrolling interests, net of distributions	23	229
Payments of dividends and distributions	(70)	(66)
Distributions to CEG of escrowed amounts	(64)	—
Proceeds from the revolving credit facility	80	195
Payments for the revolving credit facility	(20)	(170)
Proceeds from the issuance of long-term debt	194	1,004
Payments of debt issuance costs	(4)	(15)
Payments for long-term debt	(317)	(957)
Other	(6)	13
Net Cash (Used in) Provided by Financing Activities	(184)	233
Reclassification of Cash to Assets Held-for-Sale	(5)	—
Net Decrease in Cash, Cash Equivalents and Restricted Cash	(188)	(34)
Cash, Cash Equivalents and Restricted Cash at beginning of period	654	465
Cash, Cash Equivalents and Restricted Cash at end of period	$ 466	$ 431

See accompanying notes to consolidated financial statements.

CLEARWAY ENERGY, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

For the Three Months Ended March 31, 2022

(Unaudited)

(In millions)	Preferred Stock	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Stockholders' Equity
Balances at December 31, 2021	$ —	$ 1	$ 1,872	$ (33)	$ (6)	$ 1,466	$ 3,300
Net loss	—	—	—	(32)	—	(67)	(99)
Unrealized gain on derivatives, net of tax	—	—	—	—	6	8	14
Distributions to CEG, net of contributions, cash	—	—	—	—	—	(3)	(3)
Contributions from noncontrolling interests, net of distributions, cash	—	—	—	—	—	28	28
Mesquite Sky Drop Down	—	—	(1)	—	—	(7)	(8)
Black Rock Drop Down	—	—	—	—	—	1	1
Mililani I Drop Down	—	—	(11)	—	—	(19)	(30)
Non-cash adjustments for change in tax basis	—	—	8	—	—	—	8
Stock based compensation	—	—	(2)	—	—	—	(2)
Common stock dividends and distributions to CEG unit holders	—	—	(40)	—	—	(30)	(70)
Balances at March 31, 2022	$ —	$ 1	$ 1,826	$ (65)	$ —	$ 1,377	$ 3,139

CLEARWAY ENERGY, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

For the Three Months Ended March 31, 2021

(Unaudited)

(In millions)	Preferred Stock	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Stockholders' Equity
Balances at December 31, 2020	$ —	$ 1	$ 1,922	$ (84)	$ (14)	$ 890	$ 2,715
Net income (loss)	—	—	—	3	—	(81)	(78)
Unrealized gain on derivatives, net of tax	—	—	—	—	4	7	11
Contributions from CEG, non-cash	—	—	—	—	—	27	27
Contributions from CEG, cash	—	—	—	—	—	103	103
Contributions from noncontrolling interests, net of distributions, cash	—	—	—	—	—	126	126
Agua Caliente acquisition	—	—	—	—	—	273	273
Rattlesnake Drop Down	—	—	—	—	—	(118)	(118)
Non-cash adjustments for change in tax basis	—	—	2	—	—	—	2
Common stock dividends and distributions to CEG unit holders	—	—	(38)	—	—	(28)	(66)
Balances at March 31, 2021	$ —	$ 1	$ 1,886	$ (81)	$ (10)	$ 1,199	$ 2,995

Note 1 — *Nature of Business*

Clearway Energy, Inc., together with its consolidated subsidiaries, or the Company, is a publicly-traded energy infrastructure investor in and owner of modern, sustainable and long-term contracted assets across North America. The Company is indirectly owned by Global Infrastructure Partners, or GIP. GIP is an independent infrastructure fund manager that makes equity and debt investments in infrastructure assets and businesses. The Company is sponsored by GIP through GIP's portfolio company, Clearway Energy Group LLC, or CEG.

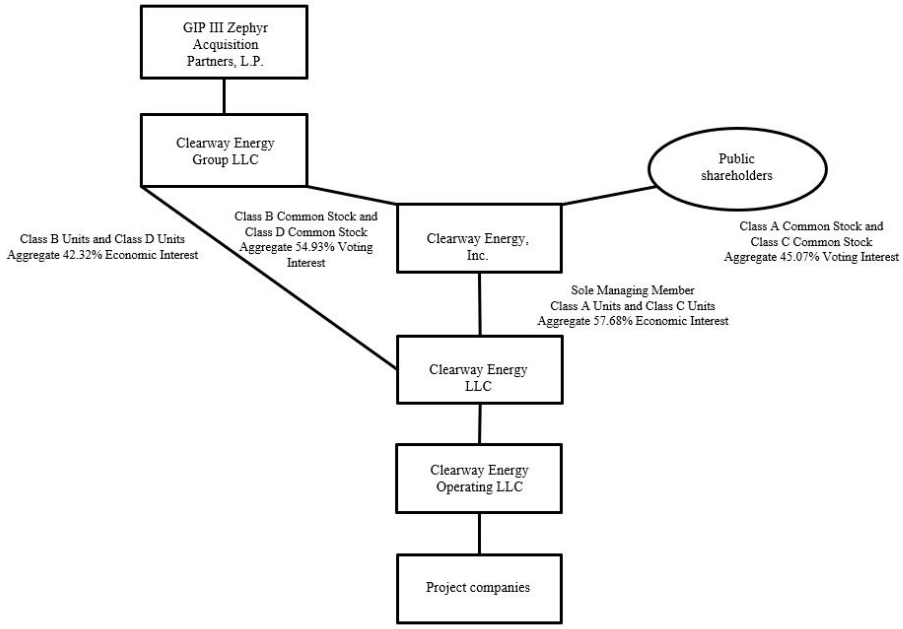
The Company is one of the largest renewable energy owners in the U.S. with over 5,000 net MW of installed wind and solar generation projects. The Company's over 7,500 net MW of assets also includes approximately 2,500 net MW of environmentally-sound, highly efficient natural gas-fired generation facilities. Through this environmentally-sound, diversified and primarily contracted portfolio, the Company endeavors to provide its investors with stable and growing dividend income. Substantially all of the Company's generation assets are under long-term contractual arrangements for the output or capacity from these assets.

On May 1, 2022, the Company completed the sale of 100% of its interests in the Thermal Business to KKR. For further details of the Thermal Disposition, refer to Note 3, *Acquisitions and Dispositions*.

The Company consolidates the results of Clearway Energy LLC through its controlling interest, with CEG's interest shown as non-controlling interest in the consolidated financial statements. The holders of the Company's outstanding shares of Class A and Class C common stock are entitled to dividends as declared. CEG receives its distributions from Clearway Energy LLC through its ownership of Clearway Energy LLC Class B and Class D units. From time to time, CEG may also hold shares of the Company's Class A and/or Class C common stock.

The Company owned 57.68% of the economic interests of Clearway Energy LLC, with CEG owning 42.32% of the economic interests of Clearway Energy LLC as of March 31, 2022.

The following table represents the structure of the Company as of March 31, 2022:



Basis of Presentation

The accompanying unaudited interim consolidated financial statements have been prepared in accordance with the SEC's regulations for interim financial information and with the instructions to Form 10-Q. Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements. The following notes should be read in conjunction with the accounting policies and other disclosures as set forth in the notes to the consolidated financial statements included in the Company's 2021 Form 10-K. Interim results are not necessarily indicative of results for a full year.

In the opinion of management, the accompanying unaudited interim consolidated financial statements contain all material adjustments consisting of normal and recurring accruals necessary to present fairly the Company's consolidated financial position as of March 31, 2022, and results of operations, comprehensive (loss) income and cash flows for the three months ended March 31, 2022 and 2021.

Note 2 — *Summary of Significant Accounting Policies*

Use of Estimates

The preparation of consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions. These estimates and assumptions impact the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities as of the date of the consolidated financial statements. They also impact the reported amounts of net earnings during the reporting periods. Actual results could be different from these estimates.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less at the time of purchase. Cash and cash equivalents held at project subsidiaries was $95 million and $146 million as of March 31, 2022 and December 31, 2021, respectively.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated balance sheets that sum to the total of the same such amounts shown in the consolidated statements of cash flows:

	March 31, 2022	December 31, 2021
	(In millions)	
Cash and cash equivalents	$ 140	$ 179
Restricted cash	326	475
Cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	$ 466	$ 654

Restricted cash consists primarily of funds held to satisfy the requirements of certain debt agreements and funds held within the Company's projects that are restricted in their use. As of March 31, 2022, these restricted funds were comprised of $135 million designated to fund operating expenses, $38 million designated for current debt service payments and $135 million restricted for reserves including debt service, performance obligations and other reserves as well as capital expenditures. The remaining $18 million is held in distributions reserve accounts.

In 2020, the members of the partnerships holding the Oahu Solar and Kawailoa Solar projects submitted applications to the state of Hawaii for refundable tax credits based on the cost of construction of the projects. In 2021, the members of the partnerships contributed their respective portions of the tax credits in the amount of $49 million to the Oahu Solar and Kawailoa project companies, which was recorded to restricted cash on the Company's consolidated balance sheet with an offsetting adjustment to noncontrolling interests. In accordance with the projects' related agreements, the cash is held in a restricted account and utilized to offset invoiced amounts under the projects' PPAs. As of March 31, 2022, $23 million of the $49 million has been utilized to offset invoiced amounts under the projects' PPAs.

Accumulated Depreciation and Accumulated Amortization

The following table presents the accumulated depreciation included in property, plant and equipment, net, and accumulated amortization included in intangible assets, net, respectively, as of March 31, 2022 and December 31, 2021:

	March 31, 2022	December 31, 2021
	(In millions)	
Property, Plant and Equipment Accumulated Depreciation	$ 2,623	$ 2,501
Intangible Assets Accumulated Amortization	646	605

Dividends to Class A and Class C common stockholders

The following table lists the dividends paid on the Company's Class A and Class C common stock during the three months ended March 31, 2022:

	First Quarter 2022
Dividends per Class A share	$ 0.3468
Dividends per Class C share	0.3468

Dividends on the Class A and Class C common stock are subject to available capital, market conditions, and compliance with associated laws, regulations and other contractual obligations. The Company expects that, based on current circumstances, comparable cash dividends will continue to be paid in the foreseeable future.

On May 4, 2022, the Company declared quarterly dividends on its Class A and Class C common stock of $0.3536 per share payable on June 15, 2022 to stockholders of record as of June 1, 2022.

Noncontrolling Interests

Clearway Energy LLC Distributions to CEG

The following table lists distributions paid to CEG during the three months ended March 31, 2022 on Clearway Energy LLC's Class B and D units:

	First Quarter 2022
Distributions per Class B Unit	$ 0.3468
Distributions per Class D Unit	0.3468

On May 4, 2022, Clearway Energy LLC declared a distribution on its Class B and Class D units of $0.3536 per unit payable on June 15, 2022 to unit holders of record as of June 1, 2022.

Revenue Recognition

Revenue from Contracts with Customers

The Company applies the guidance in ASC 606, *Revenue from Contracts with Customers,* or Topic 606, when recognizing revenue associated with its contracts with customers. The Company's policies with respect to its various revenue streams are detailed below. In general, the Company applies the invoicing practical expedient to recognize revenue for the revenue streams detailed below, except in circumstances where the invoiced amount does not represent the value transferred to the customer.

Thermal Revenues

Steam and chilled water revenue is recognized as the Company transfers the product to the customer, based on customer usage as determined by meter readings taken at month-end. Some locations read customer meters throughout the month and recognize estimated revenue for the period between meter read date and month-end. For thermal contracts, the Company's performance obligation to deliver steam and chilled water is satisfied over time and revenue is recognized based on the invoiced amount. The Thermal Business subsidiaries collect, and remit state and local taxes associated with sales to their customers, as required by governmental authorities. These taxes are presented on a net basis in the consolidated statements of operations.

As contracts for steam and chilled water are long-term contracts, the Company has performance obligations under these contracts that have not yet been satisfied. These performance obligations have transaction prices that are both fixed and variable, and that vary based on the contract duration, customer type, inception date and other contract-specific factors. For the fixed price contracts, the Company cannot accurately estimate the amount of its unsatisfied performance obligations as it will vary based on customer usage, which will depend on factors such as weather and customer activity.

On May 1, 2022, the Company completed the sale of 100% of its interests in the Thermal Business to KKR. For further details of the Thermal Disposition, refer to Note 3, *Acquisitions and Dispositions*.

Power Purchase Agreements, or PPAs

The majority of the Company's revenues are obtained through PPAs or similar contractual agreements. Energy, capacity and where applicable, renewable attributes, from the majority of the Company's renewable energy assets and certain conventional energy plants is sold through long-term PPAs and tolling agreements to a single counterparty, which is often a utility or commercial customer. The majority of these PPAs are accounted for as operating leases as the Company retained its historical lease assessments and classification upon adoption of ASC 842, *Leases*. ASC 842 requires the minimum lease payments received to be amortized over the term of the lease and contingent rentals are recorded when the achievement of the contingency becomes probable. Judgment is required by management in determining the economic life of each generating facility, in evaluating whether certain lease provisions constitute minimum payments or represent contingent rent and other factors in determining whether a contract contains a lease and whether the lease is an operating lease or capital lease. Certain of these leases have no minimum lease payments and all of the rental income under these leases is recorded as contingent rent on an actual basis when the electricity is delivered.

Renewable Energy Credits, or RECs

Renewable energy credits, or RECs, are usually sold through long-term PPAs or through REC contracts with counterparties. Revenue from the sale of self-generated RECs is recognized when the related energy is generated and simultaneously delivered even in cases where there is a certification lag as it has been deemed to be perfunctory.

In a bundled contract to sell energy, capacity and/or self-generated RECs, all performance obligations are deemed to be delivered at the same time and hence, timing of recognition of revenue for all performance obligations is the same and occurs over time. In such cases, it is often unnecessary to allocate transaction price to multiple performance obligations.

Disaggregated Revenues

The following tables represent the Company's disaggregation of revenue from contracts with customers along with the reportable segment for each category for the three months ended March 31, 2022 and 2021, respectively:

	Three months ended March 31, 2022			
(In millions)	**Conventional Generation**	**Renewables**	**Thermal**	**Total**
Energy revenue [(a)]	$ —	$ 195	$ 37	$ 232
Capacity revenue [(a)]	114	—	14	128
Contract amortization	(6)	(36)	—	(42)
Other revenue	—	14	8	22
Mark-to-market for economic hedges	—	(126)	—	(126)
Total operating revenues	108	47	59	214
Less: Mark-to-market for economic hedges	—	126	—	126
Less: Lease revenue	(114)	(162)	(1)	(277)
Less: Contract amortization	6	36	—	42
Total revenue from contracts with customers	$ —	$ 47	$ 58	$ 105

[(a)] The following amounts of energy and capacity revenue relate to leases and are accounted for under ASC 842:

(In millions)	**Conventional Generation**	**Renewables**	**Thermal**	**Total**
Energy revenue	$ —	$ 162	$ 1	$ 163
Capacity revenue	114	—	—	114
Total	$ 114	$ 162	$ 1	$ 277

	Three months ended March 31, 2021			
(In millions)	**Conventional Generation**	**Renewables**	**Thermal**	**Total**
Energy revenue [(a)]	$ 1	$ 126	$ 29	$ 156
Capacity revenue [(a)]	107	—	13	120
Contract amortization	(6)	(25)	(1)	(32)
Other revenue	—	9	8	17
Mark-to-market for economic hedges	—	(24)	—	(24)
Total operating revenues	102	86	49	237
Less: Mark-to-market for economic hedges	—	24	—	24
Less: Lease revenue	(108)	(145)	(1)	(254)
Less: Contract amortization	6	25	1	32
Total revenue from contracts with customers	$ —	$ (10)	$ 49	$ 39

[(a)] The following amounts of energy and capacity revenue relate to leases and are accounted for under ASC 842:

(In millions)	**Conventional Generation**	**Renewables**	**Thermal**	**Total**
Energy revenue	$ 1	$ 145	$ 1	$ 147
Capacity revenue	107	—	—	107
Total	$ 108	$ 145	$ 1	$ 254

Contract Amortization

Assets and liabilities recognized from power sales agreements assumed through acquisitions relating to the sale of electric capacity and energy in future periods arising from differences in contract and market prices are amortized to revenue over the term of each underlying contract based on actual generation and/or contracted volumes or on a straight-line basis, where applicable.

Contract Balances

The following table reflects the contract assets and liabilities included on the Company's consolidated balance sheets as of March 31, 2022 and December 31, 2021:

	March 31, 2022	December 31, 2021
	(In millions)	
Accounts receivable, net - Contracts with customers	$ 32	$ 44
Accounts receivable, net - Leases	121	100
Total accounts receivable, net	$ 153	$ 144

Recently Adopted Accounting Standards

In March 2020, the FASB issued ASU No. 2020-04, Facilitation of the Effects of Reference Rate Reform on Financial Reporting. The amendments provide for optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. These amendments apply only to contracts that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform, which affects certain of the Company's debt and interest rate swap agreements. The guidance is effective for all entities as of March 12, 2020 through December 31, 2022. As of March 31, 2022, the Company has applied the amendments to all of its eligible contract modifications, where applicable, during the reference rate reform period. Additionally, the Company has not elected any optional expedients provided in the standard.

Note 3 — *Acquisitions and Dispositions*

Mililani I Drop Down — On March 25, 2022, the Company, through its indirect subsidiary, Lighthouse Renewable Holdco LLC, acquired Mililani BL Borrower Holdco LLC, the indirect owner of the Mililani I solar project, a 39 MW solar project with 156 MWh of storage capacity that is currently under construction, located in Oahu, Hawaii, from Clearway Renew LLC, a subsidiary of CEG, for cash consideration of $22 million. Lighthouse Renewable Holdco LLC is a partnership between the Company and a third-party investor. The third-party investor also contributed cash consideration of $14 million utilized to acquire their portion of the acquired entity. Mililani BL Borrower Holdco LLC consolidates, as the direct owner of the primary beneficiary, a tax equity fund, Mililani TE Holdco LLC, which directly holds the Mililani I solar project, as further described in Note 4, *Investments Accounted for by the Equity Method and Variable Interest Entities*. Mililani I has a 20-year power purchase agreement with an investment-grade utility that commences when the project achieves commercial operations. The Mililani I operations are reflected in the Company's Renewables segment and the acquisition was funded with existing sources of liquidity. The acquisition was determined to be an asset acquisition and the Company consolidates Mililani I on a prospective basis in its financial statements. The assets and liabilities transferred to the Company relate to interests under common control by GIP and were recorded at historical cost in accordance with ASC 805-50, *Business Combinations - Related Issues*. The sum of the cash paid of $22 million and the historical cost of the Company's net liabilities assumed of $8 million was recorded as an adjustment to CEG's noncontrolling interest balance. In addition, the Company reflected $15 million of the Company's purchase price, which was contributed back by CEG to pay down the acquired long-term debt, as distributions to CEG, net of contributions, in the consolidated statement of stockholders' equity.

The following is a summary of assets and liabilities transferred in connection with the acquisition as of March 25, 2022:

(In millions)	Mililani I
Other current and non-current assets	$ 2
Property, plant and equipment	118
Right-of-use-assets	19
Total assets acquired	139
Long-term debt [(a)]	100
Long-term lease liabilities	20
Other current and non-current liabilities	27
Total liabilities assumed	147
Net liabilities assumed	$ (8)

[(a)] Includes a $16 million construction loan, $27 million sponsor equity bridge loan and $60 million tax equity bridge loan, offset by $3 million in unamortized debt issuance costs. The sponsor equity bridge loan was repaid at acquisition date utilizing $14 million from the cash equity investor, as well as $15 million of the Company's purchase price, which was contributed back to the Company by CEG, of which $27 million was utilized to pay down the acquired long-term debt and $2 million was utilized to pay associated fees. Also at acquisition date, the tax equity investor contributed $18 million into escrow, which is included in restricted cash on the Company's consolidated balance sheet at March 31, 2022. The tax equity investor will contribute an additional $42 million when the project reaches substantial completion, which will be utilized, along with the $18 million in escrow, to repay the $60 million tax equity bridge loan. The project is expected to achieve commercial operations in the second half of 2022.

Thermal Disposition — On May 1, 2022, the Company completed the sale of 100% of its interests in the Thermal Business to KKR for net proceeds of approximately $1.46 billion, inclusive of working capital, which excludes approximately $20 million in transaction expenses that were incurred in connection with the disposition. The Company estimates that the Thermal Disposition will result in a gain of approximately $1.31 billion. Effective with the approval by the Board of Directors and signing of the agreement to sell the Thermal Business on October 22, 2021, the Company concluded that all entities that are included within the Thermal Business will be treated as held for sale on a prospective basis, thus the assets and liabilities were reported as separate held for sale line items on the Company's consolidated balance sheets as of March 31, 2022 and December 31, 2021. As of March 31, 2022, property, plant and equipment represented 76% and intangible assets represented 9% of assets classified as held for sale while long-term debt represented 83% of liabilities classified as held for sale. As of December 31, 2021, property, plant and equipment represented 78% and intangible assets represented 9% of assets classified as held for sale while long-term debt represented 85% of liabilities classified as held for sale. The Company's Thermal segment is comprised solely of the Thermal Business's results of operations.

Note 4 — *Investments Accounted for by the Equity Method and Variable Interest Entities*

Entities that are Consolidated

The Company has a controlling financial interest in certain entities which have been identified as VIEs under ASC 810, *Consolidations*, or ASC 810. These arrangements are primarily related to tax equity arrangements entered into with third parties in order to monetize certain tax credits associated with wind and solar facilities, as further described under Item 15 — Note 5, *Investments Accounted for by the Equity Method and Variable Interest Entities,* to the consolidated financial statements included in the Company's 2021 Form 10-K.

Summarized financial information for the Company's consolidated VIEs consisted of the following as of March 31, 2022:

(In millions)	Alta TE Holdco	Buckthorn Renewables, LLC	DGPV Funds[a]	Kawailoa Partnership	Langford TE Partnership LLC	Lighthouse Renewable Holdco LLC[b]	Lighthouse Renewable Holdco 2 LLC[c]
Other current and non-current assets	$ 53	$ 4	$ 84	$ 39	$ 15	$ 112	$ 67
Property, plant and equipment	325	200	592	133	131	726	374
Intangible assets	209	—	15	—	2	—	—
Total assets	587	204	691	172	148	838	441
Current and non-current liabilities	38	10	75	96	47	302	132
Total liabilities	38	10	75	96	47	302	132
Noncontrolling interest	18	40	5	50	63	432	236
Net assets less noncontrolling interests	$ 531	$ 154	$ 611	$ 26	$ 38	$ 104	$ 73

[a] DGPV Funds is comprised of DGPV Fund 2 LLC, Clearway & EFS Distributed Solar LLC, DGPV Fund 4 LLC, Golden Puma Fund LLC, Renew Solar CS4 Fund LLC and Chestnut Fund LLC.

[b] Lighthouse Renewable Holdco LLC consolidates Mesquite Star Tax Equity Holdco LLC, Black Rock TE Holdco LLC and Mililani TE Holdco LLC, which are also consolidated VIEs.

[c] Lighthouse Renewable Holdco 2 LLC consolidates Mesquite Sky TE Holdco LLC, which is also a consolidated VIE.

(In millions)	Oahu Solar Partnership	Pinnacle Repowering Partnership LLC	Rattlesnake TE Holdco LLC	Rosie TargetCo LLC	Wildorado TE Holdco	Other [a]
Other current and non-current assets	$ 46	$ 11	$ 15	$ 26	$ 18	$ 17
Property, plant and equipment	170	106	191	248	221	165
Intangible assets	—	18	—	—	—	1
Total assets	216	135	206	274	239	183
Current and non-current liabilities	107	4	16	98	18	57
Total liabilities	107	4	16	98	18	57
Noncontrolling interest	32	81	97	138	121	82
Net assets less noncontrolling interests	$ 77	$ 50	$ 93	$ 38	$ 100	$ 44

[a] Other is comprised of Crosswind Transmission, LLC, Hardin Hilltop Wind LLC, Elbow Creek TE Holdco and Spring Canyon TE Holdco projects.

The discussion below describes material changes to VIEs during the three months ended March 31, 2022.

Lighthouse Renewable Holdco LLC — As described in Note 3, *Acquisitions and Dispositions*, on March 25, 2022, Lighthouse Renewable Holdco LLC acquired the Class B interests in a partnership, Mililani BL Borrower Holdco LLC, which consolidates, as the direct owner of the primary beneficiary, a tax equity fund, Mililani TE Holdco LLC, that holds the Mililani I solar project. The tax equity investor's interest is shown as noncontrolling interest and the HLBV method is utilized to allocate the income or losses of Mililani TE Holdco LLC. The third-party investor in Lighthouse Renewable Holdco LLC also acquired and contributed an interest in Mililani BL Borrower Holdco LLC to Lighthouse Renewable Holdco LLC. The Company recorded the related noncontrolling interest at historical carrying amount, with the offset to contributed capital.

Entities that are not Consolidated

The Company has interests in entities that are considered VIEs under ASC 810, but for which it is not considered the primary beneficiary. The Company accounts for its interests in these entities and entities in which it has a significant investment under the equity method of accounting, as further described under Item 15 — Note 5, *Investments Accounted for by the Equity Method and Variable Interest Entities,* to the consolidated financial statements included in the Company's 2021 Form 10-K.

The Company's maximum exposure to loss as of March 31, 2022 is limited to its equity investment in the unconsolidated entities, as further summarized in the table below:

Name	Economic Interest	Investment Balance
		(In millions)
Avenal	50%	$ 3
Desert Sunlight	25%	237
Elkhorn Ridge	67%	28
GenConn [(a)]	50%	84
San Juan Mesa	75%	22
		$ 374

[(a)] GenConn is a variable interest entity.

Note 5 — *Fair Value of Financial Instruments*

Fair Value Accounting under ASC 820

ASC 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels as follows:

- Level 1—quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access as of the measurement date.
- Level 2—inputs other than quoted prices included within Level 1 that are directly observable for the asset or liability or indirectly observable through corroboration with observable market data.
- Level 3—unobservable inputs for the asset or liability only used when there is little, if any, market activity for the asset or liability at the measurement date.

In accordance with ASC 820, the Company determines the level in the fair value hierarchy within which each fair value measurement in its entirety falls, based on the lowest level input that is significant to the fair value measurement.

For cash and cash equivalents, restricted cash, accounts receivable — trade, accounts payable — trade, accounts payable — affiliates and accrued expenses and other current liabilities, the carrying amounts approximate fair value because of the short-term maturity of those instruments and are classified as Level 1 within the fair value hierarchy.

The carrying amounts and estimated fair values of the Company's recorded financial instruments not carried at fair market value or that do not approximate fair value are as follows:

	As of March 31, 2022		As of December 31, 2021	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
(In millions)				
Long-term debt, including current portion [(a)]	$ 7,822	$ 7,644	$ 7,782	$ 7,997

[(a)] Excludes net debt issuance costs, which are recorded as a reduction to long-term debt on the Company's consolidated balance sheets.

The fair value of the Company's publicly-traded long-term debt is based on quoted market prices and is classified as Level 2 within the fair value hierarchy. The fair value of debt securities, non-publicly traded long-term debt and certain notes receivable of the Company are based on expected future cash flows discounted at market interest rates, or current interest rates for similar instruments with equivalent credit quality and are classified as Level 3 within the fair value hierarchy. The following table presents the level within the fair value hierarchy for long-term debt, including current portion as of March 31, 2022 and December 31, 2021:

	As of March 31, 2022		As of December 31, 2021	
	Level 2	Level 3	Level 2	Level 3
	(In millions)			
Long-term debt, including current portion	$ 2,041	$ 5,603	$ 2,159	$ 5,838

Recurring Fair Value Measurements

The Company records its derivative assets and liabilities at fair market value on its consolidated balance sheet. The following table presents assets and liabilities measured and recorded at fair value on the Company's consolidated balance sheets on a recurring basis and their level within the fair value hierarchy:

	As of March 31, 2022		As of December 31, 2021	
	Fair Value [a]		Fair Value [a]	
(In millions)	Level 2	Level 3	Level 2	Level 3
Derivative assets:				
Interest rate contracts	$ 18	$ —	$ 6	$ —
Other financial instruments [b]	—	24	—	25
Total assets	$ 18	$ 24	$ 6	$ 25
Derivative liabilities:				
Commodity contracts	$ —	$ 304	$ —	$ 179
Interest rate contracts	19	—	63	—
Total liabilities	$ 19	$ 304	$ 63	$ 179

[a] There were no derivative assets classified as Level 1 or Level 3 and no liabilities classified as Level 1 as of March 31, 2022 and December 31, 2021.

[b] SREC contract.

The following table reconciles the beginning and ending balances for instruments that are recognized at fair value in the consolidated financial statements using significant unobservable inputs:

	Three months ended March 31,	
	2022	2021
(In millions)	Fair Value Measurement Using Significant Unobservable Inputs (Level 3)	
Beginning balance	$ (154)	$ (15)
Total losses for the period included in earnings	(111)	(24)
Additions due to loss of NPNS exception	(21)	—
Settlements	6	—
Ending balance	$ (280)	$ (39)
Change in unrealized losses included in earnings for derivatives and other financial instruments held as of March 31, 2022	$ (111)	

Derivative and Financial Instruments Fair Value Measurements

The Company's contracts are non-exchange-traded and valued using prices provided by external sources. The Company uses quoted observable forward prices to value its energy contracts. To the extent that observable forward prices are not available, the quoted prices reflect the average of the forward prices from the prior year, adjusted for inflation. As of March 31, 2022, contracts valued with prices provided by models and other valuation techniques make up 94% of derivative liabilities and 100% of other financial instruments.

The Company's significant positions classified as Level 3 include physical commodity contracts executed in illiquid markets. The significant unobservable inputs used in developing fair value include illiquid power tenors and location pricing, which is derived by extrapolating pricing as a basis to liquid locations. The tenor pricing and basis spread are based on observable market data when available or derived from historic prices and forward market prices from similar observable markets when not available.

The following table quantifies the significant unobservable inputs used in developing the fair value of the Company's Level 3 positions as of March 31, 2022:

	March 31, 2022						
	Fair Value				Input/Range		
	Assets	Liabilities	Valuation Technique	Significant Unobservable Input	Low	High	Weighted Average
	(In millions)						
Commodity Contracts	$ —	$ 304	Discounted Cash Flow	Forward Market Price (per MWh)	$ 17.33	$ 95.02	$ 34.22
Other Financial Instruments	24	—	Discounted Cash Flow	Forecast annual generation levels of certain DG solar facilities	80,872 MWh	129,913 MWh	124,783 MWh

The following table provides the impact on the fair value measurements to increases/(decreases) in significant unobservable inputs as of March 31, 2022:

Significant Observable Input	Position	Change In Input	Impact on Fair Value Measurement
Forward Market Price Power	Buy	Increase/(Decrease)	Higher/(Lower)
Forward Market Price Power	Sell	Increase/(Decrease)	Lower/(Higher)
Forecast Generation Levels	Sell	Increase/(Decrease)	Higher/(Lower)

The fair value of each contract is discounted using a risk-free interest rate. In addition, a credit reserve is applied to reflect credit risk, which is, for interest rate swaps, calculated based on credit default swaps using the bilateral method. For commodities, to the extent that the Net Exposure under a specific master agreement is an asset, the Company uses the counterparty's default swap rate. If the Net Exposure under a specific master agreement is a liability, the Company uses a proxy of its own default swap rate. For interest rate swaps and commodities, the credit reserve is added to the discounted fair value to reflect the exit price that a market participant would be willing to receive to assume the liabilities or that a market participant would be willing to pay for the assets. As of March 31, 2022, the non-performance reserve was a $32 million gain recorded primarily to total operating revenues in the consolidated statement of operations. It is possible that future market prices could vary from those used in recording assets and liabilities and such variations could be material.

Concentration of Credit Risk

In addition to the credit risk discussion as disclosed under Item 15 — Note 2, *Summary of Significant Accounting Policies*, to the consolidated financial statements included in the Company's 2021 Form 10-K, the following item is a discussion of the concentration of credit risk for the Company's financial instruments. Credit risk relates to the risk of loss resulting from non-performance or non-payment by counterparties pursuant to the terms of their contractual obligations. The Company monitors and manages credit risk through credit policies that include: (i) an established credit approval process; (ii) monitoring of counterparties' credit limits on as needed basis; (iii) as applicable, the use of credit mitigation measures such as margin, collateral, prepayment arrangements, or volumetric limits; (iv) the use of payment netting agreements; and (v) the use of master netting agreements that allow for the netting of positive and negative exposures of various contracts associated with a single counterparty. Risks surrounding counterparty performance and credit could ultimately impact the amount and timing of expected cash flows. The Company seeks to mitigate counterparty risk by having a diversified portfolio of counterparties.

Counterparty credit exposure includes credit risk exposure under certain long-term agreements, including solar and other PPAs. As external sources or observable market quotes are not available to estimate such exposure, the Company estimates the exposure related to these contracts based on various techniques including, but not limited to, internal models based on a fundamental analysis of the market and extrapolation of observable market data with similar characteristics. A significant portion of these commodity contracts are with utilities with strong credit quality and public utility commission or other regulatory support. However, such regulated utility counterparties can be impacted by changes in government regulations or adverse financial conditions, which the Company is unable to predict. Certain subsidiaries of the Company sell the output of their facilities to PG&E, a significant counterparty of the Company, under long-term PPAs, and PG&E's credit rating is below investment-grade.

Note 6 — *Derivative Instruments and Hedging Activities*

This footnote should be read in conjunction with the complete description under Item 15 — Note 7, *Accounting for Derivative Instruments and Hedging Activities*, to the consolidated financial statements included in the Company's 2021 Form 10-K.

Interest Rate Swaps

The Company enters into interest rate swap agreements in order to hedge the variability of expected future cash interest payments. As of March 31, 2022, the Company had interest rate derivative instruments on non-recourse debt extending through 2031, a portion of which were designated as cash flow hedges. Under the interest rate swap agreements, the Company pays a fixed rate and the counterparties to the agreements pay a variable interest rate.

Energy-Related Commodities

As of March 31, 2022, the Company had energy-related derivative instruments extending through 2033. At March 31, 2022, these contracts were not designated as cash flow or fair value hedges.

Volumetric Underlying Derivative Transactions

The following table summarizes the net notional volume buy/(sell) of the Company's open derivative transactions broken out by commodity as of March 31, 2022 and December 31, 2021:

		Total Volume	
		March 31, 2022	December 31, 2021
Commodity	Units	(In millions)	
Natural Gas	MMBtu	1	2
Power	MWh	(19)	(17)
Interest	Dollars	$ 1,223	$ 1,326

Fair Value of Derivative Instruments

The following table summarizes the fair value within the derivative instrument valuation on the consolidated balance sheets:

	Fair Value			
	Derivative Assets		Derivative Liabilities	
	March 31, 2022	December 31, 2021	March 31, 2022	December 31, 2021
	(In millions)			
Derivatives Designated as Cash Flow Hedges:				
Interest rate contracts current	$ —	$ —	$ 1	$ 5
Interest rate contracts long-term	6	2	—	3
Total Derivatives Designated as Cash Flow Hedges	$ 6	$ 2	$ 1	$ 8
Derivatives Not Designated as Cash Flow Hedges:				
Interest rate contracts current	$ 2	$ —	$ 8	$ 17
Interest rate contracts long-term	10	4	10	38
Commodity contracts current	—	—	62	24
Commodity contracts long-term	—	—	242	155
Total Derivatives Not Designated as Cash Flow Hedges	$ 12	$ 4	$ 322	$ 234
Total Derivatives	$ 18	$ 6	$ 323	$ 242

The Company has elected to present derivative assets and liabilities on the balance sheet on a trade-by-trade basis and does not offset amounts at the counterparty level. As of March 31, 2022 and December 31, 2021, there was no outstanding collateral paid or received. The following tables summarize the offsetting of derivatives by counterparty:

		Gross Amounts Not Offset in the Statement of Financial Position	
As of March 31, 2022	Gross Amounts of Recognized Assets/Liabilities	Derivative Instruments	Net Amount
	(In millions)		
Commodity contracts			
Derivative liabilities	$ (304)	$ —	$ (304)
Total commodity contracts	$ (304)	$ —	$ (304)
Interest rate contracts			
Derivative assets	$ 18	$ (3)	$ 15
Derivative liabilities	(19)	3	(16)
Total interest rate contracts	$ (1)	$ —	$ (1)
Total derivative instruments	$ (305)	$ —	$ (305)

		Gross Amounts Not Offset in the Statement of Financial Position	
As of December 31, 2021	Gross Amounts of Recognized Assets/Liabilities	Derivative Instruments	Net Amount
	(In millions)		
Commodity contracts			
Derivative liabilities	$ (179)	$ —	$ (179)
Total commodity contracts	$ (179)	$ —	$ (179)
Interest rate contracts:			
Derivative assets	$ 6	$ (5)	$ 1
Derivative liabilities	(63)	5	(58)
Total interest rate contracts	$ (57)	$ —	$ (57)
Total derivative instruments	$ (236)	$ —	$ (236)

Accumulated Other Comprehensive Loss

The following table summarizes the effects on the Company's accumulated OCL balance attributable to interest rate swaps designated as cash flow hedge derivatives, net of tax:

	Three months ended March 31,	
	2022	2021
	(In millions)	
Accumulated OCL beginning balance	$ (11)	$ (30)
Reclassified from accumulated OCL to income due to realization of previously deferred amounts	2	2
Mark-to-market of cash flow hedge accounting contracts	12	9
Accumulated OCL ending balance, net of income tax (expense) benefit of $(2) and $4, respectively	3	(19)
Accumulated OCL attributable to noncontrolling interests	3	(9)
Accumulated OCL attributable to Clearway Energy, Inc.	$ —	$ (10)
Losses expected to be realized from OCL during the next 12 months, net of income tax benefit of $1	$ (3)	

Amounts reclassified from accumulated OCL into income are recorded to interest expense.

Impact of Derivative Instruments on the Consolidated Statements of Operations

Mark-to-market gains and losses related to the Company's derivatives are recorded in the consolidated statements of operations as follows:

	Three months ended March 31,	
	2022	2021
	(In millions)	
Interest Rate Contracts (Interest expense)	$ 41	$ 47
Commodity Contracts (Mark-to-market for economic hedging activities) [(a)]	(125)	(22)

[(a)] Relates to long-term commodity contracts at Elbow Creek Wind Project LLC, or Elbow Creek, Mesquite Star, Mt. Storm, Langford and Mesquite Sky and gains or losses are recognized in operating revenues. During the three months ended March 31, 2022, the commodity contract for Langford, which previously met the NPNS exception, no longer qualified for NPNS treatment and, accordingly, is accounted for as a derivative and marked to market value through operating revenues.

A portion of the Company's derivative commodity contracts relate to its Thermal Business for the purchase of fuel/electricity commodities based on the forecasted usage of the thermal district energy centers. Realized gains and losses on these contracts are reflected in the fuel costs that are permitted to be billed to customers through the related customer contracts or tariffs and, accordingly, no gains or losses are reflected in the consolidated statements of operations for these contracts.

See Note 5, *Fair Value of Financial Instruments*, for a discussion regarding concentration of credit risk.

Note 7 — *Long-term Debt*

This note should be read in conjunction with the complete description under Item 15 — Note 10, *Long-term Debt,* to the consolidated financial statements included in the Company's 2021 Form 10-K. The Company's borrowings, including short-term and long-term portions consisted of the following:

(In millions, except rates)	March 31, 2022	December 31, 2021	March 31, 2022 interest rate % [a]	Letters of Credit Outstanding at March 31, 2022
2028 Senior Notes	$ 850	$ 850	4.750	
2031 Senior Notes	925	925	3.750	
2032 Senior Notes	350	350	3.750	
Clearway Energy LLC and Clearway Energy Operating LLC Revolving Credit Facility, due 2023 [b]	305	245	L+1.750	82
Bridge Loan, due 2022 [c]	335	335	S+1.000	—
Project-level debt:				
Agua Caliente Solar LLC, due 2037	680	684	2.395 - 3.633	45
Alta Wind Asset Management LLC, due 2031	13	13	L+2.625	—
Alta Wind I-V lease financing arrangements, due 2034 and 2035	756	756	5.696 - 7.015	35
Alta Wind Realty Investments LLC, due 2031	23	24	7.000	—
Borrego, due 2024 and 2038	54	54	Various	—
Buckthorn Solar, due 2025	122	123	L+1.750	22
Carlsbad Energy Holdings LLC, due 2027	136	136	L+1.750	77
Carlsbad Energy Holdings LLC, due 2038	407	407	4.120	—
Carlsbad Holdco, due 2038	205	205	4.210	6
CVSR, due 2037	638	652	2.339 - 3.775	—
CVSR Holdco Notes, due 2037	160	169	4.680	13
DG-CS Master Borrower LLC, due 2040	434	441	3.510	30
El Segundo Energy Center, due 2023	154	193	L+1.875 - L+2.500	138
Kawailoa Solar Portfolio LLC, due 2026	78	78	L+1.375	14
Laredo Ridge, due 2028 [d]	—	72	L+2.125	—
Marsh Landing, due 2023	72	84	L+2.375	62
Mililani I, due 2022 and 2024	79	—	L+1.000 - L+1.250	3
NIMH Solar, due 2024	175	176	L+2.000	11
Oahu Solar Holdings LLC, due 2026	86	86	L+1.375	10
Rosie Class B LLC, due 2027	78	78	L+1.750	17
Tapestry Wind LLC, due 2031[d]	—	85	L+1.375	—
Utah Solar Holdings, due 2036	273	273	3.590	10
Viento Funding II, LLC, due 2023 and 2029 [d]	190	29	S+1.475	34
Walnut Creek, due 2023	62	74	L+1.750	126
WCEP Holdings, LLC, due 2023	29	30	L+3.000	—
Other	149	151	Various	191
Subtotal project-level debt:	5,053	5,073		
Total debt	7,818	7,778		
Less current maturities	(770)	(772)		
Less net debt issuance costs	(73)	(71)		
Add premiums [e]	4	4		
Total long-term debt	$ 6,979	$ 6,939		

[a] As of March 31, 2022, L+ equals 3 month LIBOR plus x%, except Clearway Energy Operating LLC Revolving Credit Facility, due 2023, Marsh Landing, due 2023, Mililani I, due 2022 and 2024, and Walnut Creek, due 2023, where L+ equals 1 month LIBOR plus x%.

[b] Applicable rate is determined by the borrower leverage ratio, as defined in the credit agreement.

[c] S+ equals SOFR, plus x%.

[d] Laredo Ridge, due 2028; Tapestry Wind, LLC, due 2031; and Viento Funding II, LLC, due 2023 project-level debt was repaid on March 16, 2022 totaling $186 million and was replaced with $190 million in new project-level debt under Viento Funding II, LLC that was obtained on March 16, 2022 and is due in 2029, as discussed further below.

[e] Premiums relate to the 2028 Senior Notes.

The financing arrangements listed above contain certain covenants, including financial covenants that the Company is required to be in compliance with during the term of the respective arrangement. As of March 31, 2022, the Company was in compliance with all of the required covenants.

The discussion below describes material changes to or additions of long-term debt for the three months ended March 31, 2022.

Clearway Energy LLC and Clearway Energy Operating LLC Revolving Credit Facility

As of March 31, 2022, the Company had $305 million in outstanding borrowings under the revolving credit facility and $82 million in letters of credit outstanding. During the three months ended March 31, 2022, the Company borrowed $80 million under the revolving credit facility, and subsequently repaid $20 million. On May 3, 2022, the Company repaid the $305 million in outstanding borrowings under the revolving credit facility utilizing the proceeds received from the Thermal Disposition, as further described in Note 3, *Acquisitions and Dispositions*.

Bridge Loan Agreement

As of March 31, 2022, the Company had $335 million in outstanding borrowings under the Bridge Loan Agreement. On May 3, 2022, the Company repaid the $335 million in outstanding borrowings under the Bridge Loan Agreement utilizing proceeds received from the Thermal Disposition, as further described in Note 3, *Acquisitions and Dispositions*.

Project - level Debt

Viento Funding II, LLC

On March 16, 2022, the Company, through its indirect subsidiary, Viento Funding II, LLC, entered into a financing agreement which included the issuance of a $190 million term loan as well as $35 million in letters of credit, supported by the Company's interests in the Elkhorn Ridge, Laredo Ridge, San Juan Mesa and Taloga wind projects. The term loan bears annual interest at a rate of SOFR plus a spread of 0.10% and an applicable margin, which is 1.35% per annum through the fourth anniversary of the term loan and 1.50% per annum thereafter through the maturity date of March 16, 2029. The proceeds from the term loan were used to pay off the existing debt in the amount of $186 million related to Laredo Ridge, Tapestry Wind LLC and Viento Funding II, LLC and to pay related financing costs. The Company recorded a loss on debt extinguishment of $2 million to expense unamortized debt issuance costs.

Mililani I

On March 25, 2022, as part of the acquisition of Mililani I, as further described in Note 3, *Acquisitions and Dispositions*, the Company assumed the project's financing agreement which included a $16 million construction loan that converts to a term loan upon completion of construction, $60 million tax equity bridge loan and a $27 million sponsor equity bridge loan. The sponsor equity bridge loan was repaid at acquisition date, utilizing $14 million from the cash equity investor, as well as $15 million of the Company's acquisition price, which was contributed back by CEG, and $2 million was utilized to pay associated fees. The tax equity bridge loan will be repaid with the final proceeds from the tax equity investor that will be received when Mililani I achieves commercial operations, which is expected to occur in the second half of 2022.

Note 8 — *(Losses) Earnings Per Share*

Basic (losses) earnings per common share is computed by dividing net income by the weighted average number of common shares outstanding. Shares issued during the year are weighted for the portion of the year that they were outstanding. Diluted (losses) earnings per share is computed in a manner consistent with that of basic (losses) earnings per share while giving effect to all potentially dilutive common shares that were outstanding during the period.

The reconciliation of the Company's basic and diluted (losses) earnings per share is shown in the following tables:

	Three months ended March 31,			
	2022		2021	
(In millions, except per share data) [a]	Common Class A	Common Class C	Common Class A	Common Class C
Basic and diluted (losses) earnings per share attributable to Clearway Energy, Inc. common stockholders				
Net (loss) income attributable to Clearway Energy, Inc.	$ (9)	$ (23)	$ 1	$ 2
Weighted average number of common shares outstanding — basic and diluted	35	82	35	82
(Losses) earnings per weighted average common share — basic and diluted	$ (0.28)	$ (0.28)	$ 0.03	$ 0.03

[a] Net (loss) income attributable to Clearway Energy, Inc. and basic and diluted (losses) earnings per share might not recalculate due to presenting values in millions rather than whole dollars.

Note 9 — *Segment Reporting*

The Company's segment structure reflects how management currently operates and allocates resources. The Company's businesses are segregated based on conventional power generation, renewable businesses which consist of solar and wind, and the Thermal Business, which was classified as held for sale as of March 31, 2022. On May 1, 2022, the Company completed the sale of 100% of its interests in the Thermal Business. The Corporate segment reflects the Company's corporate costs and includes eliminating entries. The Company's chief operating decision maker, its Chief Executive Officer, evaluates the performance of its segments based on operational measures including adjusted earnings before interest, taxes, depreciation and amortization, or Adjusted EBITDA, and CAFD, as well as net income (loss).

	Three months ended March 31, 2022				
(In millions)	**Conventional Generation**	**Renewables**	**Thermal**	**Corporate [a]**	**Total**
Operating revenues	$ 108	$ 47	$ 59	$ —	$ 214
Cost of operations, exclusive of depreciation, amortization and accretion shown separately below	21	68	39	—	128
Depreciation, amortization and accretion	33	91	—	—	124
General and administrative	—	—	1	11	12
Transaction and integration costs	—	—	—	2	2
Development costs	—	—	1	—	1
Operating income (loss)	54	(112)	18	(13)	(53)
Equity in earnings of unconsolidated affiliates	1	3	—	—	4
Loss on debt extinguishment	—	(2)	—	—	(2)
Interest expense	(8)	(8)	(5)	(26)	(47)
Income (loss) before income taxes	47	(119)	13	(39)	(98)
Income tax benefit	—	—	—	(1)	(1)
Net Income (Loss)	$ 47	$ (119)	$ 13	$ (38)	$ (97)
Total Assets [b]	$ 2,361	$ 9,461	$ 653	$ 153	$ 12,628

[a] Includes eliminations.

[b] Thermal Business assets were classified as held for sale at March 31, 2022.

	Three months ended March 31, 2021				
(In millions)	**Conventional Generation**	**Renewables**	**Thermal**	**Corporate**	**Total**
Operating revenues	$ 102	$ 86	$ 49	$ —	$ 237
Cost of operations, exclusive of depreciation, amortization and accretion shown separately below	27	52	31	—	110
Depreciation, amortization and accretion	34	87	7	—	128
General and administrative	—	—	1	9	10
Transaction and integration costs	—	—	—	2	2
Development costs	—	—	1	—	1
Operating income (loss)	41	(53)	9	(11)	(14)
Equity in earnings of unconsolidated affiliates	2	2	—	—	4
Other income, net	1	—	—	—	1
Loss on debt extinguishment	—	(1)	—	(41)	(42)
Interest expense	(11)	(4)	(5)	(25)	(45)
Income (loss) before income taxes	33	(56)	4	(77)	(96)
Income tax benefit	—	—	—	(20)	(20)
Net Income (Loss)	$ 33	$ (56)	$ 4	$ (57)	$ (76)

Note 10 — *Income Taxes*

Effective Tax Rate

The income tax provision consisted of the following amounts:

	Three months ended March 31,	
	2022	2021
	(In millions, except percentages)	
Loss before income taxes	$ (98)	$ (96)
Income tax benefit	(1)	(20)
Effective income tax rate	1.0 %	20.8 %

For the three months ended March 31, 2022 and 2021, the overall effective tax rate was different than the statutory rate of 21% primarily due to taxable earnings and losses allocated to partners' interest in Clearway Energy LLC, which includes the effects of applying the HLBV method of accounting for book purposes of certain partnerships.

For tax purposes, Clearway Energy LLC is treated as a partnership; therefore, the Company and CEG each record their respective share of taxable income or loss.

Note 11 — *Related Party Transactions*

In addition to the transactions and relationships described elsewhere in the notes to the consolidated financial statements, certain subsidiaries of CEG provide services to the Company and its project entities. Amounts due to CEG subsidiaries are recorded as accounts payable — affiliates and amounts due to the Company from CEG subsidiaries are recorded as accounts receivable — affiliates in the Company's consolidated balance sheets. The disclosures below summarize the Company's material related party transactions with CEG and its subsidiaries that are included in the Company's operating costs.

O&M Services Agreements by and between the Company and Clearway Renewable Operation & Maintenance LLC

Various wholly-owned subsidiaries of the Company in the Renewables segment are party to services agreements with Clearway Renewable Operation & Maintenance LLC, or RENOM, a wholly-owned subsidiary of CEG, which provides operation and maintenance, or O&M, services to these subsidiaries. The Company incurred total expenses for these services of $15 million and $13 million for the three months ended March 31, 2022 and 2021, respectively. There was a balance of $9 million due to RENOM as of both March 31, 2022 and December 31, 2021.

Administrative Services Agreements by and between the Company and CEG

Various wholly-owned subsidiaries of the Company are parties to services agreements with Clearway Asset Services LLC and Clearway Solar Asset Management LLC, two wholly-owned subsidiaries of CEG, which provide various administrative services to the Company's subsidiaries. The Company incurred expenses under these agreements of $3 million for each of the three months ended March 31, 2022 and 2021. There was a balance of $2 million due to CEG as of both March 31, 2022 and December 31, 2021.

CEG Master Services Agreements

The Company is a party to Master Services Agreements with CEG, or MSAs, pursuant to which CEG and certain of its affiliates or third-party service providers provide certain services to the Company, including operational and administrative services, which include human resources, information systems, external affairs, accounting, procurement and risk management services, and the Company provides certain services to CEG, including accounting, internal audit, tax and treasury services, in exchange for the payment of fees in respect of such services. The Company incurred net expenses of $1 million under these agreements for each of the three months ended March 31, 2022 and 2021.

Note 12 — *Contingencies*

This note should be read in conjunction with the complete description under Item 15 — Note 16, *Commitments and Contingencies*, to the consolidated financial statements included in the Company's 2021 Form 10-K.

The Company's material legal proceedings are described below. The Company believes that it has valid defenses to these legal proceedings and intends to defend them vigorously. The Company records reserves for estimated losses from contingencies when information available indicates that a loss is probable and the amount of the loss, or range of loss, can be reasonably estimated. As applicable, the Company has established an adequate reserve for the matters discussed below. In addition, legal costs are expensed as incurred. Management assesses such matters based on current information and makes a judgment concerning its potential outcome, considering the nature of the claim, the amount and nature of damages sought, and the probability of success. The Company is unable to predict the outcome of the legal proceedings below or reasonably estimate the scope or amount of any associated costs and potential liabilities. As additional information becomes available, management adjusts its assessment and estimates of such contingencies accordingly. Because litigation is subject to inherent uncertainties and unfavorable rulings or developments, it is possible that the ultimate resolution of the Company's liabilities and contingencies could be at amounts that are different from its currently recorded reserves and that such difference could be material.

In addition to the legal proceedings noted below, the Company and its subsidiaries are party to other litigation or legal proceedings arising in the ordinary course of business. In management's opinion, the disposition of these ordinary course matters will not materially adversely affect the Company's consolidated financial position, results of operations, or cash flows.

Buckthorn Solar Litigation

On October 8, 2019, the City of Georgetown, Texas, or Georgetown, filed a petition in the District Court of Williamson County, Texas naming Buckthorn Westex, LLC, the Company's subsidiary that owns the Buckthorn Westex solar project, as the defendant, alleging fraud by nondisclosure and breach of contract in connection with the project and the PPA, and seeking (i) rescission and/or cancellation of the PPA, (ii) declaratory judgment that the alleged breaches constitute an event of default under the PPA entitling Georgetown to terminate, and (iii) recovery of all damages, costs of court, and attorneys' fees. On November 15, 2019, Buckthorn Westex filed an original answer and counterclaims (i) denying Georgetown's claims, (ii) alleging Georgetown has breached its contracts with Buckthorn Westex by failing to pay amounts due, and (iii) seeking relief in the form of (x) declaratory judgment that Georgetown's alleged failure to pay amounts due constitute breaches of and an event of default under the PPA and that Buckthorn did not commit any events of default under the PPA, (y) recovery of costs, expenses, interest, and attorneys' fees, and (z) such other relief to which it is entitled at law or in equity. The current deadline to complete discovery is June 24, 2022, and a bench trial is expected to be scheduled for September or October 2022. Buckthorn Westex believes the allegations of Georgetown are meritless, and Buckthorn Westex is vigorously defending its rights under the PPA.

ITEM 2 — Management's Discussion and Analysis of Financial Condition and the Results of Operations

The following discussion analyzes the Company's historical financial condition and results of operations.

As you read this discussion and analysis, refer to the Company's consolidated financial statements to this Form 10-Q, which present the results of operations for the three months ended March 31, 2022 and 2021. Also refer to the Company's 2021 Form 10-K, which includes detailed discussions of various items impacting the Company's business, results of operations and financial condition.

The discussion and analysis below has been organized as follows:

- Executive Summary, including a description of the business and significant events that are important to understanding the results of operations and financial condition;
- Results of operations, including an explanation of significant differences between the periods in the specific line items of the consolidated statements of operations;
- Financial condition addressing liquidity position, sources and uses of cash, capital resources and requirements, commitments and off-balance sheet arrangements;
- Known trends that may affect the Company’s results of operations and financial condition in the future; and
- Critical accounting policies which are most important to both the portrayal of the Company's financial condition and results of operations, and which require management's most difficult, subjective or complex judgment.

Executive Summary

Introduction and Overview

Clearway Energy, Inc. together with its consolidated subsidiaries, or the Company, is a publicly-traded energy infrastructure investor in and owner of modern, sustainable and long-term contracted assets across North America. The Company is indirectly owned by Global Infrastructure Partners, or GIP. GIP is an independent infrastructure fund manager that makes equity and debt investments in infrastructure assets and businesses. The Company is sponsored by GIP through GIP's portfolio company, Clearway Energy Group LLC, or CEG.

The Company is one of the largest renewable energy owners in the U.S. with over 5,000 net MW of installed wind and solar generation projects. The Company's over 7,500 net MW of assets also includes approximately 2,500 net MW of environmentally-sound, highly efficient natural gas-fired generation facilities. Through this environmentally-sound, diversified and primarily contracted portfolio, the Company endeavors to provide its investors with stable and growing dividend income. Substantially all of the Company's generation assets are under long-term contractual arrangements for the output or capacity from these assets. The weighted average remaining contract duration of these offtake agreements was approximately 12 years as of March 31, 2022 based on CAFD.

On May 1, 2022, the Company completed the sale of 100% of its interests in the Thermal Business to KKR. For further details of the Thermal Disposition, refer to Note 3, *Acquisitions and Dispositions*.

As of March 31, 2022, the Company's operating assets are comprised of the following projects:

Projects	Percentage Ownership	Net Capacity (MW)[a]	Counterparty	Expiration
Conventional				
Carlsbad	100 %	527	San Diego Gas & Electric	2038
El Segundo	100 %	550	SCE	2023
GenConn Devon	50 %	95	Connecticut Light & Power	2040
GenConn Middletown	50 %	95	Connecticut Light & Power	2041
Marsh Landing	100 %	720	Various	2023 - 2030
Walnut Creek	100 %	485	SCE	2023 - 2026
Total Conventional		2,472		
Utility Scale Solar				
Agua Caliente	51 %	148	PG&E	2039
Alpine	100 %	66	PG&E	2033
Avenal	50 %	23	PG&E	2031
Avra Valley	100 %	27	Tucson Electric Power	2032
Blythe	100 %	21	SCE	2029
Borrego	100 %	26	San Diego Gas and Electric	2038
Buckthorn Solar [b]	100 %	154	City of Georgetown, TX	2043
CVSR	100 %	250	PG&E	2038
Desert Sunlight 250	25 %	63	SCE	2034
Desert Sunlight 300	25 %	75	PG&E	2039
Kansas South	100 %	20	PG&E	2033
Kawailoa [b]	48 %	24	Hawaiian Electric Company	2041
Oahu Solar Projects [b]	95 %	58	Hawaiian Electric Company	2041
Roadrunner	100 %	20	El Paso Electric	2031
Rosamond Central [b]	50 %	96	Various	2035 - 2047
TA High Desert	100 %	20	SCE	2033
Utah Solar Portfolio	100 %	530	PacifiCorp	2036
Total Solar		1,621		
Distributed Solar				
DGPV Fund Projects [b]	100 %	286	Various	2030 - 2044
Solar Power Partners (SPP) Projects	100 %	25	Various	2026 - 2037
Other DG Projects	100 %	21	Various	2023 - 2039
Total Distributed Solar		332		
Wind				
Alta I	100 %	150	SCE	2035

Projects	Percentage Ownership	Net Capacity (MW) [a]	Counterparty	Expiration
Alta II	100 %	150	SCE	2035
Alta III	100 %	150	SCE	2035
Alta IV	100 %	102	SCE	2035
Alta V	100 %	168	SCE	2035
Alta X [b]	100 %	137	SCE	2038
Alta XI [b]	100 %	90	SCE	2038
Black Rock [b]	50 %	58	Toyota and AEP	2036
Buffalo Bear	100 %	19	Western Farmers Electric Co-operative	2033
Crosswinds	99 %	21	Corn Belt Power Cooperative	2027
Elbow Creek [b]	100 %	122	Various	2029
Elkhorn Ridge	66.7 %	54	Nebraska Public Power District	2029
Forward	100 %	29	Constellation NewEnergy, Inc.	2022
Goat Wind	100 %	150	Dow Pipeline Company	2025
Hardin	99 %	15	Interstate Power and Light Company	2027
Langford [b]	100 %	160	Goldman Sachs	2033
Laredo Ridge	100 %	81	Nebraska Public Power District	2031
Lookout [b]	100 %	38	Southern Maryland Electric Cooperative	2030
Mesquite Sky [b]	50 %	170	Various	2033 - 2036
Mesquite Star [b]	50 %	210	Various	2032 - 2035
Mt. Storm	100 %	264	Citigroup	2031
Ocotillo	100 %	59	N/A	
Odin	99.9 %	21	Missouri River Energy Services	2028
Pinnacle [b]	100 %	54	Maryland Department of General Services and University System of Maryland	2031
Rattlesnake [b] [d]	100 %	160	Avista Corporation	2040
San Juan Mesa	75 %	90	Southwestern Public Service Company	2025
Sleeping Bear	100 %	95	Public Service Company of Oklahoma	2032
South Trent	100 %	101	AEP Energy Partners	2029
Spanish Fork	100 %	19	PacifiCorp	2028
Spring Canyon II [b]	90.1 %	31	Platte River Power Authority	2039
Spring Canyon III [b]	90.1 %	26	Platte River Power Authority	2039
Taloga	100 %	130	Oklahoma Gas & Electric	2031
Wildorado [b]	100 %	161	Southwestern Public Service Company	2027
Total Wind		3,285		
Thermal generation [e]	100 %	39	Various	Various
Total net generation capacity		7,749		
Thermal equivalent MWt [c] [e]	97 %	1,370	Various	Various

[a] Net capacity represents the maximum, or rated, generating capacity of the facility multiplied by the Company's percentage ownership in the facility as of March 31, 2022.

[b] Projects are part of tax equity arrangements and ownership percentage is based on cash to be distributed, as further described in Item 1 — Note 4, *Investments Accounted for by the Equity Method and Variable Interest Entities.*

[c] Net MWt capacity excludes 43 MWt available under the right-to-use provisions contained in agreements between one of the Company's thermal facilities and certain of its customers.

[d] Rattlesnake has a deliverable capacity of 144 MW.

[e] Includes Thermal assets sold on May 1, 2022, as further described in Item 1 — Note 3, *Acquisitions and Dispositions*.

Significant Events

Thermal Disposition

- On May 1, 2022, the Company completed the sale of 100% of its interests in the Thermal Business to KKR for net proceeds of approximately $1.46 billion, inclusive of working capital, which excludes approximately $20 million in transaction expenses that were incurred in connection with the disposition. The Company estimates that the Thermal Disposition will result in a gain of approximately $1.31 billion.

Corporate Financing Activities

- On May 3, 2022, the Company repaid (i) $305 million in outstanding borrowings under the revolving credit facility and (ii) $335 million in outstanding borrowings under the Bridge Loan Agreement utilizing proceeds received from the Thermal Disposition.

Project-Level Financing Activities

- On March 16, 2022, the Company, through its indirect subsidiary, Viento Funding II, LLC, entered into a financing agreement which included the issuance of a $190 million term loan as well as $35 million in letters of credit, supported by the Company's interests in the Elkhorn Ridge, Laredo Ridge, San Juan Mesa and Taloga wind projects. The proceeds from the term loan were used to pay off the existing debt in the amount of $186 million related to Laredo Ridge, Tapestry Wind LLC and Viento Funding II, LLC and to pay related financing costs.

Drop Down Transactions

- On March 25, 2022, the Company, through its indirect subsidiary, Lighthouse Renewable Holdco LLC, acquired Mililani BL Borrower Holdco LLC, the indirect owner of the Mililani I solar project, a 39 MW Solar project with 156 MWh of storage capacity that is currently under construction, located in Oahu, Hawaii, from Clearway Renew LLC, a subsidiary of CEG, for cash consideration of $22 million. Lighthouse Renewable Holdco LLC is a partnership between the Company and a third-party investor. The third-party investor also contributed cash consideration of $14 million utilized to acquire their portion of the acquired entity. Mililani BL Borrower Holdco LLC consolidates, as the direct owner of the primary beneficiary, a tax equity fund, Mililani TE Holdco LLC, which directly holds the Mililani I solar project. Mililani I has a 20-year power purchase agreement with an investment-grade utility that commences when the project achieves commercial operations The acquisition was funded with existing sources of liquidity. As part of the acquisition of Mililani I, the Company assumed the project's financing agreement which included a $16 million construction loan that converts to a term loan upon completion of construction, $60 million tax equity bridge loan and a $27 million sponsor equity bridge loan. The sponsor equity bridge loan was repaid at acquisition date, utilizing $14 million from the cash equity investor, as well as $15 million of the Company's acquisition price, which was contributed back by CEG, and $2 million was utilized to pay associated fees. The tax equity bridge loan will be repaid with the final proceeds from the tax equity investor that will be received when Mililani I achieves commercial operations, which is expected to occur in the second half of 2022.
- In February 2022, in connection with the Company's 2021 acquisition of the Class B membership interests in Black Rock Wind Holding LLC, through its indirect subsidiary Lighthouse Renewable Holding Sub LLC, from Clearway Renew LLC, a subsidiary of CEG, the Company paid an additional $23 million as final funding after all remaining turbines of the Black Rock wind project became operational. Concurrent with the final funding, the $59 million that was contributed in 2021 by third-party investors, consisting of $36 million contributed by the cash equity investor and $23 million contributed by the tax equity investor, was released to Clearway Renew LLC.

Environmental Matters

The Company is subject to a wide range of environmental laws during the development, construction, ownership and operation of facilities. These existing and future laws generally require that governmental permits and approvals be obtained before construction and maintained during operation of facilities. The Company is obligated to comply with all environmental laws and regulations applicable within each jurisdiction and required to implement environmental programs and procedures to monitor and control risks associated with the construction, operation and decommissioning of regulated or permitted energy assets. Federal and state environmental laws have historically become more stringent over time, although this trend could change in the future.

Proposed Federal Reclassification of Northern Long-Eared Bat — On March 23, 2022, the U.S. Fish and Wildlife Service (FWS) announced a proposal to reclassify the northern long-eared bat as endangered under the Endangered Species Act. The bat, currently listed as threatened, faces extinction due to the range-wide impacts of white-nose syndrome, a deadly disease affecting cave-dwelling bats across the continent. The northern long-eared bat is found in 37 states in the eastern and north central United States and in Canada. The Company is working with renewable energy industry groups to provide comments on the proposed reclassification as this proposal could affect renewable energy facility siting and operations. The proposed listing was recently published by FWS in the Federal Register and comments on the proposal are due by May 23, 2022. The Company is participating in this comment process through the renewable industry group.

The Company's environmental matters are further described in the Company's 2021 Form 10-K in Item 1, *Business — Environmental Matters* and Item 1A, *Risk Factors*.

Regulatory Matters

The Company's regulatory matters are described in the Company's 2021 Form 10-K in Item 1, *Business — Regulatory Matters* and Item 1A, *Risk Factors.*

Trends Affecting Results of Operations and Future Business Performance

The Company's trends are described in the Company's 2021 Form 10-K in Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations — Trends Affecting Results of Operations and Future Business Performance.*

Recent Developments Affecting Industry Conditions and the Company's Business

COVID-19 Update

In response to the ongoing coronavirus (COVID-19) pandemic, the Company has implemented preventative measures and developed corporate and regional response plans to protect the health and safety of its employees, customers and other business counterparties, while supporting the Company's suppliers and customers' operations to the best of its ability in the circumstances. The Company continues to promote heightened awareness and vigilance, hygiene, and implementation of more stringent cleaning protocols across its facilities and operations and continues to evaluate these measures, response plans and business practices in light of the evolving effects of COVID-19 and its variants.

As of the date of this report, the Company has not experienced any material financial or operational impacts related to COVID-19, or variants thereof. All of the Company's facilities have remained operational. The Company will continue to assess any financial or operational impacts based on any future developments.

The Company cannot predict the full impact that COVID-19 and its variants will have on the Company's financial expectations, its financial condition, results of operations and cash flows, its ability to pay dividends to its stockholders, the market prices of its common stock and its ability to satisfy its debt service obligations at this time, due to numerous uncertainties. The ultimate impact will depend on future developments, including, among others, the ultimate geographic spread of the virus and related variants, the consequences of governmental and other measures designed to prevent the spread of the virus, the development of effective treatments, including vaccines, the duration of the pandemic, actions taken by governmental authorities, customers, suppliers and other third parties, workforce availability and the timing and extent to which normal economic and operating conditions resume For additional discussion regarding risks associated with the COVID-19 pandemic, see Part I, Item 1A *Risk Factors* of the Company's 2021 Form 10-K.

Consolidated Results of Operations

The following table provides selected financial information:

(In millions)	Three months ended March 31, 2022	2021	Change
Operating Revenues			
Energy and capacity revenues	$ 360	$ 276	$ 84
Other revenues	22	17	5
Contract amortization	(42)	(32)	(10)
Mark-to-market for economic hedges	(126)	(24)	(102)
Total operating revenues	214	237	(23)
Operating Costs and Expenses			
Cost of fuels	22	19	3
Operations and maintenance	76	68	8
Other costs of operations	30	23	7
Depreciation, amortization and accretion	124	128	(4)
General and administrative	12	10	2
Transaction and integration costs	2	2	—
Development costs	1	1	—
Total operating costs and expenses	267	251	16
Operating Loss	(53)	(14)	(39)
Other Income (Expense)			
Equity in earnings of unconsolidated affiliates	4	4	—
Other income, net	—	1	(1)
Loss on debt extinguishment	(2)	(42)	40
Derivative interest income	41	47	(6)
Other interest expense	(88)	(92)	4
Total other expense, net	(45)	(82)	37
Loss Before Income Taxes	(98)	(96)	(2)
Income tax benefit	(1)	(20)	19
Net Loss	(97)	(76)	(21)
Less: Loss attributable to noncontrolling interests and redeemable interests	(65)	(79)	14
Net (Loss) Income Attributable to Clearway Energy, Inc.	$ (32)	$ 3	$ (35)

Business metrics:	Three months ended March 31, 2022	2021
Renewables MWh generated/sold (in thousands) [a]	3,319	2,530
Thermal MWt sold (in thousands)	652	611
Thermal MWh sold (in thousands)	14	13
Conventional MWh generated (in thousands) [a] [b]	132	165
Conventional equivalent availability factor	95.3 %	83.2 %

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[a] Volumes do not include the MWh generated/sold by the Company's equity method investments.
[b] Volumes generated are not sold as the Conventional facilities sell capacity rather than energy.

Management's Discussion of the Results of Operations for the Three Months Ended March 31, 2022 and 2021

Operating Revenues

Operating revenues decreased by $23 million during the three months ended March 31, 2022, compared to the same period in 2021, due to a combination of the drivers summarized in the table below:

		(In millions)
Renewables Segment	Increase due to a loss of $50 million in February 2021 related to net settlements of obligations for wind facilities that were unable to produce the required output during extreme weather conditions in Texas, as well as the 2021 acquisitions of Agua Caliente, Mt. Storm and the Utah Solar Portfolio	$ 74
Thermal Segment	Increase primarily driven by higher fuel prices passed through to customers and higher volumes, partially driven by weather	9
Conventional Segment	Increase driven by improved availability at the El Segundo facility due to the timing of annual planned maintenance outages	6
Mark-to-market for economic hedges	Increase in unrealized losses from changes in the fair value of commodity contracts, primarily driven by an increase in forward power prices in the ERCOT and PJM markets, as well as the 2021 acquisitions of Mt. Storm and Mesquite Sky and the mark-to-market of the Langford commodity contract, which previously qualified for the NPNS exception	(102)
Contract amortization	Increase primarily driven by amortization of the intangible assets for power purchase agreements related to the 2021 acquisitions of Agua Caliente and the Utah Solar Portfolio	(10)
		$ (23)

Operations and Maintenance Expense

Operations and maintenance expense increased by $8 million during the three months ended March 31, 2022, compared to the same period in 2021, primarily from the 2021 acquisitions of Mt. Storm, Mesquite Sky and the Utah Solar Portfolio.

Other Costs of Operations Expense

Other cost of operations increased $7 million for the three months ended March 31, 2022, compared to the same period in 2021, primarily from the 2021 acquisitions of Mt. Storm, Mesquite Sky and the Utah Solar Portfolio.

Loss on Debt Extinguishment

The Company recorded a loss on debt extinguishment of $2 million during the three months ended March 31, 2022, which reflects the write-off of previously deferred finance costs related to the Laredo Ridge, Tapestry Wind LLC and Viento Funding II, LLC, as further described in Note 7, *Long-term Debt*.

The Company recorded a loss on debt extinguishment of $42 million during the three months ended March 31, 2021, which primarily reflects the write-off of previously deferred finance costs and payment of premiums related to the redemption of the 2025 Senior Notes.

Income Tax Benefit

For the three months ended March 31, 2022, the Company recorded an income tax benefit of $1 million on pretax loss of $98 million. For the same period in 2021, the Company recorded an income tax benefit of $20 million on a pretax loss of $96 million. The primary driver of the $19 million decrease in income tax benefit is the increase in the allocation of mark-to-market losses to external partners in 2022, which is treated as a discrete item.

Loss Attributable to Noncontrolling Interests and Redeemable Interests

For the three months ended March 31, 2022, the Company had a loss of $65 million attributable to noncontrolling interests and redeemable interests comprised of the following:

	(In millions)
CEG's economic interest in Clearway Energy LLC	$ (25)
Losses attributable to third-party partnerships	(22)
Losses attributable to tax equity financing arrangements and the application of HLBV	(18)
	$ (65)

For the three months ended March 31, 2021, the Company had a loss of $79 million attributable to noncontrolling interests and redeemable interests comprised of the following:

	(In millions)
Losses attributable to tax equity financing arrangements and the application of HLBV	$ (41)
Losses attributable to third-party partnerships	(26)
CEG's economic interest in Clearway Energy LLC	(12)
	$ (79)

Liquidity and Capital Resources

The Company's principal liquidity requirements are to meet its financial commitments, finance current operations, fund capital expenditures, including acquisitions from time to time, service debt and pay dividends. As a normal part of the Company's business, depending on market conditions, the Company will from time to time consider opportunities to repay, redeem, repurchase or refinance its indebtedness. Changes in the Company's operating plans, lower than anticipated sales, increased expenses, acquisitions or other events may cause the Company to seek additional debt or equity financing in future periods. There can be no guarantee that financing will be available on acceptable terms or at all. Debt financing, if available, could impose additional cash payment obligations and additional covenants and operating restrictions.

Current Liquidity Position

As of March 31, 2022 and December 31, 2021, the Company's liquidity was approximately $574 million and $821 million, respectively, comprised of cash, restricted cash and availability under the Company's revolving credit facility.

(In millions)	March 31, 2022	December 31, 2021
Cash and cash equivalents:		
Clearway Energy, Inc. and Clearway Energy LLC, excluding subsidiaries	$ 45	$ 33
Subsidiaries	95	146
Restricted cash:		
Operating accounts	135	246
Reserves, including debt service, distributions, performance obligations and other reserves	191	229
Total cash, cash equivalents and restricted cash	$ 466	$ 654
Revolving credit facility availability	108	167
Total liquidity	$ 574	$ 821

The Company’s liquidity includes $326 million and $475 million of restricted cash balances as of March 31, 2022 and December 31, 2021, respectively. Restricted cash consists primarily of funds to satisfy the requirements of certain debt arrangements and funds held within the Company's projects that are restricted in their use. As of March 31, 2022, these restricted funds were comprised of $135 million designated to fund operating expenses, approximately $38 million designated for current debt service payments and $135 million restricted for reserves including debt service, performance obligations and other reserves, as well as capital expenditures. The remaining $18 million is held in distribution reserve accounts.

As of March 31, 2022, the Company had $305 million of borrowings under the revolving credit facility and $82 million in letters of credit outstanding. During the three months ended March 31, 2022, the Company borrowed $80 million under the revolving credit facility, and subsequently repaid $20 million. On May 3, 2022, the Company repaid the $305 million in outstanding borrowings under the revolving credit facility utilizing the proceeds received from the Thermal Disposition. The facility will continue to be used for general corporate purposes including financing of future acquisitions and posting letters of credit.

Management believes that the Company's liquidity position, cash flows from operations, and availability under its revolving credit facility will be adequate to meet the Company's financial commitments; debt service obligations; growth, operating and maintenance capital expenditures; and to fund dividends to holders of the Company's Class A common stock and Class C common stock. Management continues to regularly monitor the Company's ability to finance the needs of its operating, financing and investing activity within the dictates of prudent balance sheet management.

Credit Ratings

Credit rating agencies rate a firm's public debt securities. These ratings are utilized by the debt markets in evaluating a firm's credit risk. Ratings influence the price paid to issue new debt securities by indicating to the market the Company's ability to pay principal, interest and preferred dividends. Rating agencies evaluate a firm's industry, cash flow, leverage, liquidity and hedge profile, among other factors, in their credit analysis of a firm's credit risk.

The following table summarizes the credit ratings for the Company and its Senior Notes as of March 31, 2022:

	S&P	Moody's
Clearway Energy, Inc.	BB	Ba2
4.750% Senior Notes, due 2028	BB	Ba2
3.750% Senior Notes, due 2031	BB	Ba2
3.750% Senior Notes, due 2032	BB	Ba2

Sources of Liquidity

The Company's principal sources of liquidity include cash on hand, cash generated from operations, proceeds from sales of assets, borrowings under new and existing financing arrangements and the issuance of additional equity and debt securities as appropriate given market conditions. As described in Item 1 — Note 7, *Long-term Debt*, to this Form 10-Q and Item 15 — Note 10, *Long-term Debt*, to the consolidated financial statements included in the Company's 2021 Form 10-K, the Company's financing arrangements consist of corporate level debt, which includes Senior Notes and the revolving credit facility; the ATM Programs; and project-level financings for its various assets.

Thermal Disposition

On May 1, 2022, the Company completed the sale of 100% of its interests in the Thermal Business to KKR for net proceeds of approximately $1.46 billion, inclusive of working capital, which excludes approximately $20 million in transaction expenses that were incurred in connection with the disposition. The Company estimates that the Thermal Disposition will result in a gain of approximately $1.31 billion.

Uses of Liquidity

The Company's requirements for liquidity and capital resources, other than for operating its facilities, are categorized as: (i) debt service obligations, as described more fully in Item 1 — Note 7, *Long-term Debt,* to the consolidated financial statements; (ii) capital expenditures; (iii) off-balance sheet arrangements; (iv) acquisitions and investments; and (v) cash dividends to investors.

Capital Expenditures

The Company's capital spending program is mainly focused on maintenance capital expenditures, consisting of costs to maintain the assets currently operating, such as costs to replace or refurbish assets during routine maintenance, and growth capital expenditures consisting of costs to construct new assets, costs to complete the construction of assets where construction is in process, and capital expenditures related to acquiring additional thermal customers.

For the three months ended March 31, 2022, the Company used approximately $47 million to fund capital expenditures, including growth expenditures of $36 million in the Renewables segment, $17 million incurred in connection with the Mesquite Sky wind project, $9 million incurred in connection with the Black Rock wind project, $5 million incurred in connection with the Rattlesnake wind project and $5 million incurred by other wind and solar projects. The Company also incurred $4 million of growth capital expenditures in the Thermal segment in connection with various development projects. In addition, the Company incurred $7 million in maintenance capital expenditures. The Company estimates $30 million of maintenance expenditures for 2022. These estimates are subject to continuing review and adjustment. Actual capital expenditures may vary from these estimates. Estimates for 2022 exclude any contributions from the Thermal segment for periods after the closing of the Thermal Disposition.

Acquisitions and Investments

The Company intends to acquire generation assets developed and constructed by CEG, as well as generation assets from third parties where the Company believes its knowledge of the market and operating expertise provides a competitive advantage, and to utilize such acquisitions as a means to grow its business.

Mililani I Drop Down — On March 25, 2022, the Company, through its indirect subsidiary, Lighthouse Renewable Holdco LLC, acquired Mililani BL Borrower Holdco LLC, the indirect owner of the Mililani I solar project, a 39 MW Solar project with 156 MWh of storage capacity that is currently under construction, located in Oahu, Hawaii, from Clearway Renew LLC, a subsidiary of CEG, for cash consideration of $22 million. Lighthouse Renewable Holdco LLC is a partnership between the Company and a third-party investor. The third-party investor also contributed cash consideration of $14 million utilized to acquire their portion of the acquired entity. Mililani BL Borrower Holdco LLC consolidates, as the direct owner of the primary beneficiary, a tax equity fund, Mililani TE Holdco LLC, which directly holds the Mililani I solar project. Mililani I has a 20-year power purchase agreement with an investment-grade utility that commences when the project achieves commercial operations. The acquisition was funded with existing sources of liquidity. As part of the acquisition of Mililani I, the Company assumed the project's financing agreement which included a $16 million construction loan that converts to a term loan upon completion of construction, $60 million tax equity bridge loan and a $27 million sponsor equity bridge loan. The sponsor equity bridge loan was repaid at acquisition date, utilizing $14 million from the cash equity investor, as well as $15 million of the Company's acquisition price, which was contributed back by CEG, and $2 million was utilized to pay associated fees. The tax equity bridge loan will be repaid with the final proceeds from the tax equity investor that will be received when Mililani I achieves commercial operations, which is expected to occur in the second half of 2022.

Black Rock Drop Down - In February 2022, in connection with the Company's 2021 acquisition of the Class B membership interests in Black Rock Wind Holding LLC, through its indirect subsidiary Lighthouse Renewable Holding Sub LLC, from Clearway Renew LLC, as subsidiary of CEG, the Company paid an additional $23 million as final funding after all remaining turbines of the Black Rock wind project became operational. Concurrent with the final funding, the $59 million that was contributed in 2021 by third-party investors, consisting of $36 million contributed by the cash equity investor and $23 million contributed by the tax equity investor, was released to Clearway Renew LLC.

Bridge Loan Agreement

On May 3, 2022, the Company repaid the $335 million in outstanding borrowings under the Bridge Loan Agreement utilizing proceeds received from the Thermal Disposition.

Cash Dividends to Investors

The Company intends to use the amount of cash that it receives from its distributions from Clearway Energy LLC to pay quarterly dividends to the holders of its Class A common stock and Class C common stock. Clearway Energy LLC intends to distribute to its unit holders in the form of a quarterly distribution all of the CAFD that is generated each quarter, less reserves for the prudent conduct of the business. Dividends on the Class A common stock and Class C common stock are subject to available capital, market conditions and compliance with associated laws, regulations and other contractual obligations. The Company expects that, based on current circumstances, comparable cash dividends will continue to be paid in the foreseeable future.

The following table lists the dividends paid on the Company's Class A common stock and Class C common stock during the three months ended March 31, 2022:

	First Quarter 2022
Dividends per Class A share	$ 0.3468
Dividends per Class C share	0.3468

On May 4, 2022, the Company declared quarterly dividends on its Class A common stock and Class C common stock of $0.3536 per share payable on June 15, 2022, to stockholders of record as of June 1, 2022.

Off-Balance Sheet Arrangements

Obligations under Certain Guarantee Contracts

The Company may enter into guarantee arrangements in the normal course of business to facilitate commercial transactions with third parties.

Retained or Contingent Interests

The Company does not have any material retained or contingent interests in assets transferred to an unconsolidated entity.

Obligations Arising Out of a Variable Interest in an Unconsolidated Entity

As of March 31, 2022, the Company has several investments with an ownership interest percentage of 50% or less in energy and an energy-related entity that is accounted for under the equity method. GenConn is a variable interest entity for which the Company is not the primary beneficiary. The Company's pro-rata share of non-recourse debt held by unconsolidated affiliates was approximately $341 million as of March 31, 2022. This indebtedness may restrict the ability of these subsidiaries to issue dividends or distributions to the Company.

Contractual Obligations and Commercial Commitments

The Company has a variety of contractual obligations and other commercial commitments that represent prospective cash requirements in addition to the Company's capital expenditure programs, as disclosed in the Company's 2021 Form 10-K.

Cash Flow Discussion

The following table reflects the changes in cash flows for the three months ended March 31, 2022, compared to the three months ended March 31, 2021:

	Three months ended March 31,		
	2022	2021	Change
	(In millions)		
Net cash provided by operating activities	$ 93	$ 47	$ 46
Net cash used in investing activities	(92)	(314)	222
Net cash (used in) provided by financing activities	(184)	233	(417)

Net Cash Provided by Operating Activities

Changes to net cash provided by operating activities were driven by:	(In millions)
Increase in operating income adjusted for non-cash items	$ 75
Decrease in working capital primarily driven by the timing of accounts receivable collections and payments of accounts payable	(27)
Decrease in distributions from unconsolidated affiliates	(2)
	$ 46

Net Cash Used in Investing Activities

Changes to net cash used in investing activities were driven by:	(In millions)
Cash paid for Agua Caliente, net of cash acquired, in 2021	$ 111
Changes in cash paid for Drop Down assets	81
Cash paid to CEG in 2021 for equipment for the Pinnacle wind project repowering	21
Changes in capital expenditures	11
Other	(2)
	$ 222

Net Cash (Used in) Provided by Financing Activities

Changes in net cash (used in) provided by financing activities were driven by:	(In millions)
Decrease in net contributions from noncontrolling interest members	$ (206)
Decrease in proceeds from issuance of long-term debt, net of payments	(170)
Cash released from escrow distributed to CEG in 2022	(64)
Increase in dividends paid to common stockholders	(4)
Increase in net borrowings under the revolving credit facility	35
Other	(8)
	$ (417)

NOLs, Deferred Tax Assets and Uncertain Tax Position Implications, under ASC 740

As of December 31, 2021, the Company had a cumulative federal NOL carry forward balance of $1.3 billion for financial statement purposes, of which $0.9 billion will begin expiring between 2033 to 2037 if unutilized. The Company does not anticipate any federal income tax payments for 2022. Additionally, as of December 31, 2021, the Company had a cumulative state NOL carryforward balance of $769 million for financial statement purposes, which will expire between 2023 to 2040 if unutilized. In addition, the Company has PTC and ITC carryforward balances totaling $15 million, which will expire between 2034 and 2041 if unutilized.

Based on the Company's current portfolio of assets, which include renewable assets that benefit from accelerated tax depreciation deductions and federal tax credits, current and expected NOL balances, and after taking into account the projected taxable gain from the Thermal Disposition, the Company estimates that it will not pay material federal income tax through 2027, but does expect to pay material state income tax across certain jurisdictions beginning in 2022.

As of December 31, 2021, the Company had an interest disallowance carry forward of $7 million as a result of the proposed and final regulations under §163(j) of the Internal Revenue Code, which was enacted as part of the Tax Act. The disallowed interest deduction has an indefinite carry forward period and any limitations on the utilization of this carry forward have been factored into our valuation allowance analysis.

On February 9, 2022, the governor of California signed Senate Bill 113, or SB 113, removing the suspension of California NOL utilization for tax year 2022. After assessing the law change, the Company expects SB 113 to have an immaterial impact on the consolidated financial statements.

The Company is subject to examination by taxing authorities for income tax returns filed in the U.S. federal jurisdiction and various state jurisdictions. The Company is not subject to U.S. federal or state income tax examinations for years prior to 2013. The Company has no uncertain tax benefits.

The Company has no uncertain tax benefits as of March 31, 2022.

Fair Value of Derivative Instruments

The Company may enter into commodity purchase contracts and other energy-related financial instruments to mitigate variability in earnings due to fluctuations in spot market prices and to hedge fuel requirements at certain generation facilities. In addition, in order to mitigate interest rate risk associated with the issuance of variable rate debt, the Company enters into interest rate swap agreements.

The tables below disclose the activities of non-exchange traded contracts accounted for at fair value in accordance with ASC 820. Specifically, these tables disaggregate realized and unrealized changes in fair value; disaggregate estimated fair values at March 31, 2022, based on their level within the fair value hierarchy defined in ASC 820; and indicate the maturities of contracts at March 31, 2022. For a full discussion of the Company's valuation methodology of its contracts, see *Derivative Fair Value Measurements* in Item 1 — Note 5, *Fair Value of Financial Instruments*.

Derivative Activity (Losses) Gains	**(In millions)**
Fair value of contracts as of December 31, 2021	$ (236)
Contracts realized or otherwise settled during the period	12
Contracts acquired during the period	(2)
Contracts added due to loss of NPNS exception	(22)
Changes in fair value	(57)
Fair value of contracts as of March 31, 2022	$ (305)

Fair Value Hierarchy (Losses) Gains	Fair value of contracts as of March 31, 2022				
	Maturity				
	1 Year or Less	Greater Than 1 Year to 3 Years	Greater Than 3 Years to 5 Years	Greater Than 5 Years	Total Fair Value
	(In millions)				
Level 2	$ (7)	$ 11	$ (6)	$ 1	$ (1)
Level 3	(62)	(71)	(55)	(116)	(304)
Total	$ (69)	$ (60)	$ (61)	$ (115)	$ (305)

The Company has elected to disclose derivative assets and liabilities on a trade-by-trade basis and does not offset amounts at the counterparty master agreement level. As discussed below in *Quantitative and Qualitative Disclosures about Market Risk - Commodity Price Risk,* the Company, measures the sensitivity of the portfolio to potential changes in market prices using VaR, a statistical model which attempts to predict risk of loss based on market price and volatility. The Company's risk management policy places a limit on one-day holding period VaR, which limits the net open position.

Critical Accounting Policies and Estimates

The Company's discussion and analysis of the financial condition and results of operations are based upon the consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements and related disclosures in compliance with GAAP requires the application of appropriate technical accounting rules and guidance, as well as the use of estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. The application of these policies necessarily involves judgments regarding future events, including the likelihood of success of particular projects, legal and regulatory challenges and the fair value of certain assets and liabilities. These judgments, in and of themselves, could materially affect the financial statements and disclosures based on varying assumptions, which may be appropriate to use. In addition, the financial and operating environment may also have a significant effect, not only on the operation of the business, but on the results reported through the application of accounting measures used in preparing the financial statements and related disclosures, even if the nature of the accounting policies has not changed.

On an ongoing basis, the Company evaluates these estimates, utilizing historic experience, consultation with experts and other methods the Company considers reasonable. Actual results may differ substantially from the Company's estimates. Any effects on the Company's business, financial position or results of operations resulting from revisions to these estimates are recorded in the period in which the information that gives rise to the revision becomes known.

The Company identifies its most critical accounting policies as those that are the most pervasive and important to the portrayal of the Company's financial position and results of operations, and that require the most difficult, subjective and/or complex judgments by management regarding estimates about matters that are inherently uncertain. The Company's critical accounting policies include income taxes and valuation allowance for deferred tax assets, accounting utilizing Hypothetical Liquidation at Book Value, or HLBV, and acquisition accounting.

Recent Accounting Developments

See Item 1 — Note 2, *Summary of Significant Accounting Policies*, for a discussion of recent accounting developments.

ITEM 3 — Quantitative and Qualitative Disclosures About Market Risk

The Company is exposed to several market risks in its normal business activities. Market risk is the potential loss that may result from market changes associated with the Company's power generation or with an existing or forecasted financial or commodity transaction. The types of market risks the Company is exposed to are commodity price risk, interest rate risk, liquidity risk, and credit risk. The following disclosures about market risk provide an update to, and should be read in conjunction with, Item 7A — *Quantitative and Qualitative Disclosures About Market Risk,* of the Company's 2021 Form 10-K.

Interest Rate Risk

The Company is exposed to fluctuations in interest rates through its issuance of variable rate debt. Exposures to interest rate fluctuations may be mitigated by entering into derivative instruments known as interest rate swaps, caps, collars and put or call options. These contracts reduce exposure to interest rate volatility and result in primarily fixed rate debt obligations when taking into account the combination of the variable rate debt and the interest rate derivative instrument. See Item 1 — Note 6, *Derivative Instruments and Hedging Activities*, for more information.

Most of the Company's project subsidiaries enter into interest rate swaps, intended to hedge the risks associated with interest rates on non-recourse project level debt. See Item 15 — Note 10, *Long-term Debt,* to the Company's audited consolidated financial statements for the year ended December 31, 2021 included in the 2021 Form 10-K for more information about interest rate swaps of the Company's project subsidiaries.

If all of the interest rate swaps had been discontinued on March 31, 2022, the Company would have owed the counterparties $6 million. Based on the credit ratings of the counterparties, the Company believes its exposure to credit risk due to nonperformance by counterparties to its hedge contracts to be insignificant.

The Company has long-term debt instruments that subject it to the risk of loss associated with movements in market interest rates. As of March 31, 2022, a 1% change in interest rates would result in an approximately $6 million change in market interest expense on a rolling twelve-month basis.

As of March 31, 2022, the fair value of the Company's debt was $7,644 million and the carrying value was $7,822 million. The Company estimates that a 1% decrease in market interest rates would have increased the fair value of its long-term debt by approximately $438 million.

Liquidity Risk

Liquidity risk arises from the general funding needs of the Company's activities and in the management of the Company's assets and liabilities.

Commodity Price Risk

Commodity price risks result from exposures to changes in spot prices, forward prices, volatilities, and correlations between various commodities, such as electricity, natural gas and emissions credits. The Company manages the commodity price risk of its merchant generation operations by entering into derivative or non-derivative instruments to hedge the variability in future cash flows from forecasted power sales or purchases of fuel. The portion of forecasted transactions hedged may vary based upon management's assessment of market, weather, operation and other factors.

Based on a sensitivity analysis using simplified assumptions, the impact of a $0.50 per MMBtu decrease in natural gas prices across the term of the derivative contracts would cause no change to the net value of natural gas derivatives, and an increase of $0.50 per MMBtu in natural gas prices across the term of the derivative contracts would cause an increase of approximately $1 million to the net value of natural gas derivatives as of March 31, 2022. The impact of a $0.50 per MWh increase or decrease in power prices across the term of the derivatives contracts would cause a change of approximately $8 million to the net value of power derivatives as of March 31, 2022.

Counterparty Credit Risk

Credit risk relates to the risk of loss resulting from non-performance or non-payment by counterparties pursuant to the terms of their contractual obligations. The Company monitors and manages credit risk through credit policies that include: (i) an established credit approval process; and (ii) the use of credit mitigation measures such as prepayment arrangements or volumetric limits. Risks surrounding counterparty performance and credit could ultimately impact the amount and timing of expected cash flows. The Company seeks to mitigate counterparty risk by having a diversified portfolio of counterparties. See Item 1 — Note 5, *Fair Value of Financial Instruments*, to the consolidated financial statements for more information about concentration of credit risk.

ITEM 4 — Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

Under the supervision and with the participation of the Company's management, including its principal executive officer, principal financial officer and principal accounting officer, the Company conducted an evaluation of the effectiveness of the design and operation of its disclosure controls and procedures, as such term is defined in Rules 13a-15(e) or 15d-15(e) of the Exchange Act. Based on this evaluation, the Company's principal executive officer, principal financial officer and principal accounting officer concluded that the disclosure controls and procedures were effective as of the end of the period covered by this Quarterly Report on Form 10-Q.

Changes in Internal Control over Financial Reporting

There were no changes in the Company’s internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during the quarter ended March 31, 2022 that materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1 — LEGAL PROCEEDINGS

For a discussion of the material legal proceedings in which the Company was involved through March 31, 2022, see Item 1 — Note 12, *Contingencies*, to this Form 10-Q.

ITEM 1A — RISK FACTORS

Information regarding risk factors appears in Part I, Item 1A, *Risk Factors,* in the Company's 2021 Form 10-K. There have been no material changes in the Company's risk factors since those reported in its 2021 Form 10-K.

ITEM 2 — UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3 — DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4 — MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5 — OTHER INFORMATION

Disclosure Pursuant to Item 2.01 of Form 8-K – Completion of Acquisition or Disposition of Assets.

As previously disclosed, on October 22, 2021, Clearway Energy Operating LLC, a subsidiary of the Company, entered into a Membership Interest Purchase Agreement (the "Purchase Agreement") to sell the Company's Thermal Business to KKR. On May 1, 2022, the Company completed the sale of 100% of its interests in the Thermal Business to KKR for net proceeds of approximately $1.46 billion, which excludes approximately $20 million in transaction expenses that were incurred in connection with the disposition and is subject to certain post-closing adjustments.

The foregoing description of the Purchase Agreement is not complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, a copy of which is filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on October 26, 2021, and is incorporated herein by reference.

ITEM 6 — EXHIBITS

Number	Description	Method of Filing
10.1†*	First Amendment to Membership Interest Purchase Agreement, dated as of December 17, 2021, by and among Lighthouse Renewable Class A LLC, Clearway Renew LLC and Clearway Energy Operating LLC.	Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on January 18, 2022.
10.2†*	First Amendment to Membership Interest Purchase Agreement, dated as of December 29, 2021, by and among Lighthouse Renewable Class A LLC and Clearway Renew LLC.	Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on January 18, 2022.
10.3^	Clearway Energy, Inc. Amended and Restated 2013 Equity Incentive Plan, effective as of January 1, 2022.	Filed herewith.
10.4^	Clearway Energy, Inc. Annual Incentive Plan, effective as of January 1, 2022.	Filed herewith.
10.5^	Clearway Energy, Inc. Involuntary Severance Plan, effective as of January 1, 2022.	Filed herewith.
10.6^	Clearway Energy, Inc. Key Management Change-in-Control and General Severance Plan, effective as of January 1, 2022.	Filed herewith.
10.7^	Clearway Energy, Inc. Executive Change-in-Control and General Severance Plan, effective as of January 1, 2022.	Filed herewith.
31.1	Rule 13a-14(a)/15d-14(a) certification of Christopher S. Sotos.	Filed herewith.
31.2	Rule 13a-14(a)/15d-14(a) certification of Chad Plotkin.	Filed herewith.
31.3	Rule 13a-14(a)/15d-14(a) certification of Sarah Rubenstein.	Filed herewith.
32	Section 1350 Certification.	Furnished herewith.
101 INS	Inline XBRL Instance Document.	Filed herewith.
101 SCH	Inline XBRL Taxonomy Extension Schema.	Filed herewith.
101 CAL	Inline XBRL Taxonomy Extension Calculation Linkbase.	Filed herewith.
101 DEF	Inline XBRL Taxonomy Extension Definition Linkbase.	Filed herewith.
101 LAB	Inline XBRL Taxonomy Extension Label Linkbase.	Filed herewith.
101 PRE	Inline XBRL Taxonomy Extension Presentation Linkbase.	Filed herewith.
104	Cover Page Interactive Data File (the cover page interactive data file does not appear in Exhibit 104 because its Inline XBRL tags are embedded within the Inline XBRL document).	Filed herewith.

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† Schedules and similar attachments to this Exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the U.S. Securities and Exchange Commission (the "SEC") upon request.

* Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The omitted information is (i) not material and (ii) would likely cause competitive harm to the Company if publicly disclosed. The Company agrees to furnish supplementally an unredacted copy of this Exhibit to the SEC upon request.

^ Indicates exhibits that constitute compensatory plans or arrangements.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CLEARWAY ENERGY, INC.
(Registrant)

/s/ CHRISTOPHER S. SOTOS
Christopher S. Sotos
President and Chief Executive Officer
(Principal Executive Officer)

/s/ CHAD PLOTKIN
Chad Plotkin
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

/s/ SARAH RUBENSTEIN
Sarah Rubenstein
Senior Vice President and Chief Accounting Officer
(Principal Accounting Officer)

Date: May 5, 2022

CLEARWAY ENERGY, INC.
AMENDED AND RESTATED
2013 EQUITY INCENTIVE PLAN

(As Amended and Restated Effective December 7, 2021)

Clearway Energy, Inc. (the "*Company*") previously established the Clearway Energy, Inc. 2013 Equity Incentive Plan (the "*Plan*") as of July 16, 2013. The Plan was subsequently amended and restated effective as of May 14, 2015 and February 19, 2021 and is hereby amended and restated, effective as of December 7, 2021, to reflect minor technical changes. Capitalized terms used herein without definition shall have the respective meanings assigned to them in Section 2.

1. *Purpose.*

The purpose of the Plan shall be to promote the long-term growth and profitability of the Company and its Affiliates by (a) providing certain directors, officers and employees of, and certain other individuals who perform services for, or to whom an offer of employment has been extended by, the Company and its Affiliates with incentives to maximize shareholder value and otherwise contribute to the success of the Company and (b) enabling the Company to attract, retain and reward the best available persons for positions of responsibility. Grants of Incentive Stock Options or Non-qualified Stock Options, Stock Appreciation Rights, either alone or in tandem with Options, Restricted Stock, Restricted Stock Units, Performance Awards, Deferred Stock Units, Other Stock-Based Awards or Other Cash-Based Awards, or any combination of the foregoing (collectively, the "*Awards*") may be made under the Plan. Notwithstanding any provision of the Plan, to the extent that any Award would be subject to Section 409A of the Code, no such Award may be granted if it would fail to comply with the requirements set forth in Section 409A of the Code and any regulations or guidance promulgated thereunder.

2. *Definitions.*

(a) "*Affiliate*" means each of the following: (i) any Subsidiary; (ii) any Parent; (iii) any corporation, trade or business (including, without limitation, a partnership or limited liability company) which is directly or indirectly controlled 50% or more (whether by ownership of stock, assets or an equivalent ownership interest or voting interest) by the Company or one of its Affiliates; (iv) any trade or business (including, without limitation, a partnership or limited liability company) which directly or indirectly controls 50% or more (whether by ownership of stock, assets or an equivalent ownership interest or voting interest) of the Company; and (v) any other entity in which the Company or any of its Affiliates has a material equity interest and which is designated as an "Affiliate" by resolution of the Committee; provided that, unless otherwise determined by the Committee, the Common Stock subject to any Award constitutes "service recipient stock" for purposes of Section 409A of the Code or otherwise does not subject the Award to Section 409A of the Code.

(b) "*Awards*" shall have the meaning given to such term in Section 1 above.

(c) "*Board*" means the board of directors of the Company.

(d) "*Cause*", unless otherwise defined in a Participant's Grant Agreement or in a Participant's written employment arrangements with the Company or any of its Subsidiaries in effect on the date of grant (as amended from time to time thereafter), means the occurrence of one or more of the following events:

(i) Conviction of, or agreement to a plea of nolo contendere to, a felony, or any crime or offense lesser than a felony involving the property of the Company or a Subsidiary; or

(ii) Conduct that has caused demonstrable and serious injury to the Company or a Subsidiary, monetary or otherwise; or

(iii) Willful refusal to perform or substantial disregard of duties properly assigned, as determined by the Company; or

(iv) Breach of duty of loyalty to the Company or a Subsidiary or other act of fraud or dishonesty with respect to the Company or a Subsidiary; or

(v) Violation of the Company's code of conduct.

The definition of Cause set forth in a Participant's Grant Agreement shall control if such definition is different from the definition of Cause set forth in a Participant's written employment arrangements with the Company or any of its Subsidiaries.

(e) "*Change in Control*" means, unless otherwise defined in a Participant's Grant Agreement, the occurrence of one of the following events:

(i) Any "person" (as that term is used in Sections 13 and 14(d)(2) of the Exchange Act), other than Clearway Energy Group LLC or one of its subsidiaries or affiliates (A) becomes the "beneficial owner" (as that term is used in Section 13(d) of the Exchange Act), directly or indirectly, of 50% or more of either (x) the Company's then-outstanding common stock ("*Outstanding Common Stock*"), or (y) the Company's then-outstanding capital stock entitled to vote in the election of directors ("*Outstanding Voting Stock*"), excluding any "person" who becomes a "beneficial owner" in connection with a Business Combination (as defined in paragraph (iii) below) which does not constitute a Change in Control under said paragraph (iii); or (B) obtains the power to, directly or indirectly, vote or cause to be voted 50% or more of the Company's capital stock entitled to vote in the election of directors, including by contract or through proxy; or

(ii) Persons who on the Effective Date (the "*Commencement Date*") constitute the Board (the "*Incumbent Directors*") cease for any reason, including without limitation, as a result of a tender offer, proxy contest, merger, or similar transaction, to constitute at least a majority thereof; provided that, any person becoming a director of the Company subsequent to the Commencement Date shall be considered an Incumbent Director if such person's election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors; but provided further that, any such person whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of members of the Board or other actual or threatened solicitation

of proxies or consents by or on behalf of a "person" (as defined in Sections 13(d) and 14(d) of the Exchange Act) other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director; or

(iii) Consummation of a reorganization, merger, consolidation, or sale or other disposition of all or substantially all of the assets of the Company (a "*Business Combination*"), in each case, unless, following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners, respectively, of Outstanding Common Stock and the combined voting power of Outstanding Voting Stock immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding shares of common stock and voting securities entitled to vote generally in the election of directors, as the case may be, of the company resulting from such Business Combination (including, without limitation, a company which, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more Subsidiaries) in the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Common Stock and Outstanding Voting Stock of the Company; or

(iv) The shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company.

In addition, with respect to any Award that is characterized as "nonqualified deferred compensation" within the meaning of Section 409A of the Code, an event shall not be considered to be a Change in Control under the Plan for purposes of payment of such Award unless such event is also a "change in ownership," a "change in effective control" or a "change in ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code.

(f) "*Code*" means the Internal Revenue Code of 1986, as amended.

(g) "*Committee*" means the Compensation Committee of the Board or such other committee which, to the extent required by law, shall consist solely of two or more members of the Board, each of whom is (i) a non-employee director under Rule 16b-3 and (ii) an "independent director" under the rules of any national securities exchange on which the Common Stock is listed for trading; provided that, if for any reason the Committee shall not have been appointed by the Board to administer the Plan, all authority and duties of the Committee under the Plan shall be vested in and exercised by the Board, and the term "Committee" shall be deemed to mean the Board for all purposes herein.

(h) "*Common Stock*" means the Class A Common Stock, par value $0.01 per share, of the Company (as described in the Company's Second Amended and Restated Certificate of Incorporation, as it may be amended from time to time); the Class C Common Stock, par value $0.01 per share, of the Company (as described in the Company's Second Amended and Restated Certificate of Incorporation, as it may be amended from time to time); and any other shares into

which such stock may be changed by reason of a recapitalization, reorganization, merger, consolidation or any other change in the corporate structure or capital stock of the Company.

(i) "*Company*" shall have the meaning given to such term in the introductory paragraph above.

(j) "*Consultant*" means any natural person who is an advisor or consultant to the Company or its Affiliates.

(k) "*Disability*", unless otherwise defined in a Participant's Grant Agreement, means a disability that would entitle an eligible Participant to payment of monthly disability payments under any Company long-term disability plan or as otherwise determined by the Committee.

(l) "*Effective Date*" shall have the meaning set forth in Section 23.

(m) "*Eligible Employees*" means each employee of the Company or an Affiliate.

(n) "*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

(o) "*Fair Market Value*" of a share of Common Stock means, as of the date in question, the officially-quoted closing selling price of the applicable class of Common Stock (or if no selling price is quoted, the bid price) on the principal securities exchange on which the Common Stock is then listed for trading (including for this purpose the NYSE) (the "*Market*") for the applicable trading day (or if there no closing price on such day because the Market is not open on such day, the last preceding day on which the Market was open) or, if the applicable class of Common Stock is not then listed or quoted in the Market, the Fair Market Value shall be the fair value of the applicable class of Common Stock determined in good faith by the Board and, in the case of an Incentive Stock Option, in accordance with Section 422 of the Code; provided, however, that when shares received upon exercise of an Option are immediately sold in the open market, the net sale price received may be used to determine the Fair Market Value of any shares used to pay the exercise price or applicable withholding taxes and to compute the withholding taxes.

(p) "*Family Member*" has the meaning given to such term in General Instructions A.1(a)(5) to Form S-8 under the Securities Act.

(q) "*Full Value Award*" an Award, other than an Incentive Stock Option, Non-qualified Stock Option or Stock Appreciation Right, that is settled in Common Stock.

(r) "*Grant Agreement*" means the written (whether in print or electronic form) agreement that each Participant to whom an Award is made under the Plan is required to enter into with the Company containing the terms and conditions of such grant as are determined by the Committee and consistent with the Plan.

(s) "*Incentive Stock Option*" means an option conforming to the requirements of Section 422 of the Code and any successor thereto.

(t) "*Lead Underwriter*" has the meaning set forth in Section 18.

(u) "*Lock-Up Period*" has the meaning set forth in Section 18.

(v) "*Minimum Vesting Requirement*" shall have the meaning set forth in Section 5.

(w) "*Non-Employee Director*" means a director or a member of the Board of the Company or any Affiliate who is not an active employee of the Company or any Affiliate.

(x) "*Non-qualified Stock Option*" means any stock option other than an Incentive Stock Option.

(y) "*Other Cash-Based Award*" means an Award granted pursuant to Section 12 and payable in cash at such time or times and subject to such terms and conditions as determined by the Committee in its sole discretion.

(z) "*Other Termination*" has the meaning set forth in Section 6(g)(v).

(aa) "*Other Stock-Based Award*" means an Award that is valued in whole or in part by reference to, or is payable in or otherwise based on, Common Stock, including, without limitation, an Award valued by reference to an Affiliate.

(bb) "*Parent*" means any parent corporation of the Company within the meaning of Section 424(e) of the Code.

(cc) "*Participant*" means any director, officer or employee of, or other individual performing services for, or to whom an offer of employment has been extended by, the Company or any Subsidiary who has been selected by the Committee to participate in the Plan (including a Participant located outside the United States).

(dd) "*Performance Award*" means an Award granted to a Participant pursuant to Section 9, hereof contingent upon achieving certain Performance Goals.

(ee) "*Performance Cycle*" shall have the meaning provided in Section 9.

(ff) "*Performance Goals*" means goals established by the Committee as contingencies for Awards to vest and/or become exercisable or distributable based on one or more of the performance goals set forth in Section 9.

(gg) "*Person*" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, incorporated organization, governmental or regulatory or other entity.

(hh) "*Plan*" has the meaning set forth in the introductory paragraph above.

(ii) "*Proceeding*" has the meaning set forth in Section 25.

(jj) "*Registration Date*" means the date on which the Company sells its Common Stock in a bona fide, firm commitment underwriting pursuant to a registration statement under the Securities Act.

(kk) "*Restricted Stock*" means an Award of Shares under this Plan that is subject to restrictions under Section 8.

(ll) "*Restricted Stock Unit*" or "*Unit*" means an Award of hypothetical Share units under this Plan that are convertible to Shares, or the Fair Market Value thereof, in accordance with Section 8.

(mm) "*Restriction Period*" has the meaning set forth in Section 8(f).

(nn) "*Retirement*" means, (i) for any non-director, (A) termination of service as a non-director due to his or her retirement after at least 10 years of service of such non-director and (B) attaining at least 55 years of age, and (ii) for any director, termination of service as a director after at least 5 years of Board service of such director.

(oo) "*Rule 16b-3*" means Rule 16b-3 under Section 16(b) of the Exchange Act as then in effect or any successor provision.

(pp) "*Securities Act*" means the Securities Act of 1933, as amended and all rules and regulations promulgated thereunder. Reference to a specific section of the Securities Act or regulation thereunder shall include such section or regulation, any valid regulation or interpretation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(qq) "*Shares*" shall have the meaning set forth in Section 4(a).

(rr) "*Stock Appreciation Right*" or "*SAR*" shall mean the right pursuant to an Award granted under Section 7.

(ss) "*Stock Option*" or "*Option*" means any option to purchase shares of Common Stock granted to Participants granted pursuant to Section 6.

(tt) "*Subsidiary*" means a corporation or other entity of which outstanding shares or ownership interests representing 50% or more of the combined voting power of such corporation or other entity entitled to elect the management thereof, or such lesser percentage as may be approved by the Committee, are owned directly or indirectly by the Company.

(uu) "*Substitute Awards*" shall have the meaning set forth in Section 4(a).

(vv) "*Termination*" means a Termination of Consultancy, Termination of Directorship or Termination of Employment, as applicable.

(ww) "*Termination of Consultancy*" means: (i) that the Consultant is no longer acting as a consultant to the Company or an Affiliate; or (ii) when an entity which is retaining a Participant as a Consultant ceases to be an Affiliate unless the Participant otherwise is, or thereupon becomes, a Consultant to the Company or another Affiliate at the time the entity ceases to be an Affiliate. In the event that a Consultant becomes an Eligible Employee or a Non-Employee Director upon the termination of his or her consultancy, unless otherwise determined by the Committee, in its sole discretion, no Termination of Consultancy shall be deemed to occur

until such time as such Consultant is no longer a Consultant, an Eligible Employee or a Non-Employee Director. Notwithstanding the foregoing, the Committee may otherwise define Termination of Consultancy in the Grant Agreement or, if no rights of a Participant are reduced, may otherwise define Termination of Consultancy thereafter; provided that, any such change to the definition of the term "Termination of Consultancy" does not subject the applicable Award to Section 409A of the Code.

(xx) "*Termination of Directorship*" means that the Non-Employee Director has ceased to be a director of the Company; except that if a Non-Employee Director becomes an Eligible Employee or a Consultant upon the termination of his or her directorship, his or her ceasing to be a director of the Company shall not be treated as a Termination of Directorship unless and until the Participant has a Termination of Employment or Termination of Consultancy, as the case may be.

(yy) "*Termination of Employment*" means: (i) a termination of employment (for reasons other than a military or personal leave of absence granted by the Company) of a Participant from the Company and its Affiliates; or (ii) when an entity which is employing a Participant ceases to be an Affiliate, unless the Participant otherwise is, or thereupon becomes, employed by the Company or another Affiliate at the time the entity ceases to be an Affiliate. In the event that an Eligible Employee becomes a Consultant or a Non-Employee Director upon the termination of his or her employment, unless otherwise determined by the Committee, in its sole discretion, no Termination of Employment shall be deemed to occur until such time as such Eligible Employee is no longer an Eligible Employee, a Consultant or a Non-Employee Director. Notwithstanding the foregoing, the Committee may otherwise define Termination of Employment in the Grant Agreement or, if no rights of a Participant are reduced, may otherwise define Termination of Employment thereafter; provided that, unless otherwise determined by the Committee, any such change to the definition of the term "Termination of Employment" does not subject the applicable Award to Section 409A of the Code.

(zz) "*Transfer*" means: (i) when used as a noun, any direct or indirect transfer, sale, assignment, pledge, hypothecation, encumbrance or other disposition (including the issuance of equity in a Person), whether for value or no value and whether voluntary or involuntary (including by operation of law), and (ii) when used as a verb, to directly or indirectly transfer, sell, assign, pledge, encumber, charge, hypothecate or otherwise dispose of (including the issuance of equity in a Person) whether for value or for no value and whether voluntarily or involuntarily (including by operation of law). "Transferred" and "Transferable" shall have a correlative meaning.

(aaa) "*Vesting Period*" has the meaning set forth in Section 8(a).

3. *Administration.*

(a) The Plan shall be administered, interpreted and construed by the Committee. If it is determined that one or more members of the Committee do not satisfy the requirements set forth in clause (i) or (ii) of the Committee definition herein, actions taken by the Committee prior to such determination shall be valid despite such failure to qualify. In no event, however, shall the Committee amend or modify the distribution terms in any Award or Grant Agreement that

has a feature for the deferral of compensation if such modification would result in taxes, additional interest and/or penalties pursuant to Section 409A of the Code.

(b) Subject to the provisions of the Plan, the Committee shall be authorized to:

(i) select persons to participate in the Plan;

(ii) determine the form and substance of grants made under the Plan to each Participant, and the conditions and restrictions, if any, subject to which such grants will be made;

(iii) determine the form and substance of the Grant Agreements reflecting the terms and conditions of each grant made under the Plan;

(iv) certify that the conditions and restrictions applicable to any grant have been met;

(v) modify the terms of grants made under the Plan;

(vi) interpret and construe the Plan and Grant Agreements entered into under the Plan;

(vii) determine the duration and purposes for leaves of absence which may be granted to a Participant on an individual basis without constituting a termination of employment or services for purposes of the Plan;

(viii) make any adjustments necessary or desirable in connection with grants made under the Plan to eligible Participants located outside the United States;

(ix) adopt, amend, or rescind rules and regulations for the administration of the Plan, including, but not limited to, correcting any defect or supplying any omission, or reconciling any inconsistency in the Plan or in any Grant Agreement, in the manner and to the extent it shall deem necessary or advisable, including so that the Plan and the operation of the Plan complies with Rule 16b-3, the Code to the extent applicable and other applicable law and make such other determinations for carrying out the Plan as it may deem appropriate; and

(x) exercise such powers and perform such acts as are deemed necessary or advisable to promote the best interests of the Company with respect to the Plan.

(c) Notwithstanding the foregoing, the Committee shall not take any of the following actions without shareholder approval, except as provided in Section 20: (i) reduce the exercise price following the grant of an Option or SAR; (ii) exchange an Option or SAR which has an exercise price that is greater than the Fair Market Value of a Share for cash or Shares or (iii) cancel an Option or SAR in exchange for a replacement option or another Award with a lower exercise price. Decisions of the Committee on all matters relating to the Plan, any Award granted under the Plan and any Grant Agreement shall be in the Committee's sole discretion and shall be conclusive and binding on the Company, all Participants and all other parties, unless an

arbitration or other provision is expressly provided in a Participant's Grant Agreement. The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with applicable federal and state laws and rules and regulations promulgated pursuant thereto. No member of the Committee and no officer of the Company shall be liable for any action taken or omitted to be taken by such member, by any other member of the Committee or by any officer of the Company in connection with the performance of duties under the Plan, except for such person's own willful misconduct or as expressly provided by statute.

(d) The expenses of the Plan shall be borne by the Company. The Plan shall not be required to establish any special or separate fund or make any other segregation of assets to assume the payment of any Award under the Plan, and rights to the payment of such Awards shall be no greater than the rights of the Company's general creditors.

4. *Shares Available for the Plan.*

(a) Subject to adjustments as provided in Section 20, an aggregate of 4,500,000 shares of Common Stock (the "*Shares*") may be issued pursuant to the Plan. Such Shares may be in whole or in part authorized and unissued or held by the Company as treasury shares. If any grant under the Plan expires or terminates unexercised, becomes unexercisable or is forfeited as to any Shares, then such unpurchased or forfeited Shares shall thereafter be available for further grants under the Plan unless, in the case of Options granted under the Plan, related SARs are exercised, it being understood that Shares with respect to an Award (or otherwise) that are used to satisfy the exercise price with respect to Options or SARs or tax withholding with respect to an Award shall not be available for further grants under the Plan. Any Award under the Plan settled in cash shall not be counted against the foregoing maximum share limitations. The maximum number of shares with respect to which Incentive Stock Options may be granted shall be 500,000. Shares issued under Awards granted in assumption, substitution or exchange for previously granted awards of a company acquired by the Company ("*Substitute Awards*") shall not reduce Shares available under Plan. Available shares under a stockholder approved plan of an acquired company (as appropriately adjusted to reflect such acquisition) may be used for Awards under this Plan and shall not reduce the number of Shares available under this Plan, except as required by the rules of any applicable stock exchange.

(b) The following individual Participant limitations shall apply:

(i) The maximum number of shares of Common Stock subject to Awards other than Performance Awards which may be granted under this Plan during any fiscal year of the Company to each Eligible Employee or Consultant shall be 500,000 shares in the aggregate (which shall be subject to any further increase or decrease pursuant to Section 20).

(ii) The maximum number of shares of Common Stock subject to Performance Awards which may be granted under this Plan during any fiscal year of the Company to each Eligible Employee or Consultant shall be 500,000 shares in the aggregate (which shall be subject to any further increase or decrease pursuant to Section 20).

(iii) The maximum value of shares of Common Stock subject to any Awards which may be granted under this Plan during any fiscal year of the Company to each Non-Employee Director shall be $500,000 in the aggregate (based on the grant value of the Common Shares under any Awards, as applicable), and when combined with cash compensation awarded to each Non-Employee Director for a fiscal year, the maximum amount of total annual compensation paid to each Non-Employee Director for a fiscal year shall not exceed $750,000.

(iv) The maximum value of a cash payment made under Performance Awards which may be granted under the Plan with respect to any fiscal year of the Company to each Eligible Employee or Consultant shall be $5,000,000 in the aggregate.

(v) The individual Participant limitations set forth in this Section 4(b) (other than paragraph (iv) above) shall be cumulative with respect to Eligible Employees and Consultants; that is, to the extent that shares of Common Stock or cash amounts for or under which Awards are permitted to be granted to an Eligible Employee or a Consultant during a fiscal year are not covered by or made under an Award, as applicable, to such Eligible Employee or Consultant in a fiscal year, the number of shares of Common Stock or cash amounts available for or under Awards to such Eligible Employee or Consultant shall automatically increase in the subsequent fiscal years during the term of the Plan until used.

(vi) The Committee may apply the foregoing dollar limitations specified in paragraph (iv) above with respect to paragraphs (i), (ii) or (iii) above as applicable and in the event the date of grant value of the number of shares specified such paragraphs (i), (ii) or (iii) is less than the applicable dollar limitations specified in such paragraph (iv).

(c) Without limiting the generality of the foregoing provisions of this Section 4 or any other section of this Plan, the Committee may, at any time or from time to time, and on such terms and conditions (that are consistent with and not in contravention of the other provisions of this Plan) as the Committee may determine, enter into Grant Agreements (or take other actions with respect to the Awards) for new Awards containing terms (including, without limitation, exercise prices) more (or less) favorable than the then-outstanding Awards.

5. *Participation.*

Participation in the Plan shall be limited to the Participants. Nothing in the Plan or in any Grant Agreement shall confer any right on a Participant to continue in the employ of the Company or any Affiliate as a director, officer or employee of or in the performance of services therefor or shall interfere in any way with the right of the Company or an Affiliate to terminate the employment or performance of services or to reduce the compensation or responsibilities of a Participant at any time. By accepting any Award under the Plan, each Participant and each person claiming under or through him or her shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, any action taken under the Plan by the Company, the Board or the Committee.

Awards may be granted to such persons and for such number of Shares as the Committee shall determine, subject to the limitations contained herein (such individuals to whom grants are made being sometimes herein called "optionees" or "grantees," as the case may be). Determinations made by the Committee under the Plan need not be uniform and may be made selectively among eligible individuals under the Plan, whether or not such individuals are similarly situated. A grant of any type made hereunder in any one year to an eligible Participant shall neither guarantee nor preclude a further grant of that or any other type to such Participant in that year or subsequent years.

Except for maximum aggregate Awards of 5% of the aggregate Shares authorized by Section 4, and subject to the circumstances described herein under which accelerated vesting may occur, if the vesting condition for any Award (excluding any Award granted to a Non-Employee Director), relates (a) exclusively to the passage of time and continued employment, such time period shall not be less than (i) 36 months, with 33 1/3% of the Award vesting every 12 months with respect to any Full Value Award, and (ii) 1 year with respect to any other Award, and (b) to the attainment of specified Performance Goals, such Award (whether a Full Value Award or otherwise) shall vest over a Performance Cycle of not less than 1 year (the "*Minimum Vesting Requirement*").

6. *Incentive and Non-qualified Options.*

The Committee may from time to time grant to eligible Participants Incentive Stock Options, Non-qualified Stock Options, or any combination thereof; provided that, the Committee may grant Incentive Stock Options only to eligible employees of the Company or its Subsidiaries (as Subsidiaries may be further defined for this purpose in Section 424(f) of the Code or any successor thereto). The Options granted under the Plan shall be evidenced by a Grant Agreement and shall take such form as the Committee shall determine, subject to the terms and conditions of the Plan.

It is the Company's intent that Non-qualified Stock Options granted under the Plan not be classified as Incentive Stock Options, that Incentive Stock Options be consistent with and contain or be deemed to contain all provisions required under Section 422 of the Code and any successor thereto, and that any ambiguities in construction be interpreted and construed in order to effectuate such intent. If an Incentive Stock Option granted under the Plan does not qualify as such for any reason, then to the extent of such non-qualification, the Stock Option represented thereby shall be regarded as a Non-qualified Stock Option duly granted under the Plan; provided that, such Stock Option otherwise meets the Plan's requirements for Non-qualified Stock Options.

(a) *Price*. The price per Share deliverable upon the exercise of each Option shall be established by the Committee, except that in the case of the grant of any Option, such price may not be less than 100% of the Fair Market Value of a share of Common Stock as of the date of grant of the Option except for Substitute Awards, which shall have the exercise price as determined by the Committee; provided that, such exercise price does not cause the Substitute Award to become subject to Section 409A of the Code and the Committee takes into consideration any third-party voting guidelines. In the case of the grant of any Incentive Stock Option to an employee who, at the time of the grant, owns more than 10% of the total combined

voting power of all classes of stock of the Company or any of its Subsidiaries, the exercise price may not be less than 110% of the Fair Market Value of a share of Common Stock as of the date of grant of the Option, in each case unless otherwise permitted by Section 422 of the Code or any successor thereto.

(b) *Payment*. Options may be exercised, in whole or in part, upon payment of the exercise price of the Shares to be acquired. Unless otherwise determined by the Committee, payment shall be made (i) in cash (including check, bank draft, money order or wire transfer of immediately available funds), (ii) by delivery of outstanding shares of Common Stock with a Fair Market Value on the date of exercise equal to the aggregate exercise price payable with respect to the Options' exercise, (iii) by means of any cashless exercise procedures approved by the Committee and as may be in effect on the date of exercise, (iv) by withholding shares of Common Stock otherwise deliverable upon exercise of the Option having a Fair Market Value equal to the exercise price or (v) by any combination of the foregoing.

In the event a grantee is permitted to, and elects to pay the exercise price payable with respect to an Option pursuant to clause (ii) above, (A) only a whole number of share(s) of Common Stock (and not fractional shares of Common Stock) may be tendered in payment, (B) such grantee must present evidence acceptable to the Company that he or she has owned any such shares of Common Stock tendered in payment of the exercise price (and that such tendered shares of Common Stock are not subject to any substantial risk of forfeiture), and (C) Common Stock must be delivered to the Company. Delivery for this purpose may, at the election of the grantee, be made either by (x) physical delivery of the certificate(s) for all such shares of Common Stock tendered in payment of the exercise price, accompanied by duly executed instruments of transfer in a form acceptable to the Company, (y) direction to the grantee's broker to transfer, by book entry, such shares of Common Stock from a brokerage account of the grantee to a brokerage account specified by the Company, or (z) the attestation of the grantee's shares of Common Stock. When payment of the exercise price is made by delivery of Common Stock, the difference, if any, between the aggregate exercise price payable with respect to the Option being exercised and the Fair Market Value of the shares of Common Stock tendered in payment (plus any applicable taxes) shall be paid in cash. No grantee may tender shares of Common Stock having a Fair Market Value exceeding the aggregate exercise price payable with respect to the Option being exercised (plus any applicable taxes).

(c) *Terms of Options*. The term during which each Option may be exercised shall be determined by the Committee, but if required by the Code, no Option shall be exercisable in whole or in part more than 10 years from the date it is granted, and no Incentive Stock Option granted to an employee who at the time of the grant owns more than 10% of the total combined voting power of all classes of stock of the Company or any of its Subsidiaries shall be exercisable more than 5 years from the date it is granted. All rights to purchase Shares pursuant to an Option shall, unless sooner terminated, expire on the date designated by the Committee. Subject to the terms of the Plan, the Committee shall determine the date on which each Option shall become exercisable and may provide that an Option shall become exercisable in installments. The Committee may provide that upon the last day of the term of an Option whose exercise price is less than the fair market value of the underlying Share on such date, such Option may be automatically exercised and the Participant shall receive a number of Shares equal in value to the excess of the fair market value of a Share over the exercise price of such Option, less

any applicable withholding taxes. The Shares constituting each installment may be purchased in whole or in part at any time after such installment becomes exercisable, subject to such minimum exercise requirements as may be designated by the Committee. Prior to the exercise of an Option and delivery of the Shares represented thereby, the optionee shall have no rights as a shareholder with respect to any Shares covered by such outstanding Option (including any dividend or voting rights). If an Option (other than an Incentive Stock Option) expires on a day that the Participant cannot exercise the Option because such an exercise would violate an applicable federal, state, local, or foreign law, the expiration date shall be tolled, at the discretion of the Committee, to the date no later than 30 days after the date the exercise of such Option would no longer violate an applicable Federal, state, local, and foreign laws, to the extent allowed under Section 409A of the Code.

(d) *Limitations on Grants*. If required by the Code, the aggregate Fair Market Value (determined as of the grant date) of Shares for which an Incentive Stock Option is exercisable for the first time during any calendar year under all equity incentive plans of the Company and its Subsidiaries (as defined in Section 422 of the Code or any successor thereto) may not exceed $100,000.

(e) *Non-Transferability*. No Stock Option shall be Transferable by the Participant other than by will or by the laws of descent and distribution, and all Stock Options shall be exercisable, during the Participant's lifetime, only by the Participant. Notwithstanding the foregoing, the Committee may determine, in its sole discretion, at the time of grant or thereafter that a Non-qualified Stock Option that is otherwise not Transferable pursuant to this Section 6(e) is Transferable to a Family Member in whole or in part and in such circumstances, and under such conditions, as specified by the Committee. A Non-qualified Stock Option that is Transferred to a Family Member pursuant to the preceding sentence (i) may not be subsequently Transferred other than by will or by the laws of descent and distribution and (ii) remains subject to the terms of this Plan and the applicable Grant Agreement. Any shares of Common Stock acquired upon the exercise of a Non-qualified Stock Option by a permissible transferee of a Non-qualified Stock Option or a permissible transferee pursuant to a Transfer after the exercise of the Non-qualified Stock Option shall be subject to the terms of this Plan and the applicable Grant Agreement.

(f) *Other Terms and Conditions*. The Committee may include a provision in a Grant Agreement providing for the automatic exercise of a Non-qualified Stock Option on a cashless basis on the last day of the term of such Option if the Participant has failed to exercise the Non-qualified Stock Option as of such date, with respect to which the Fair Market Value of the shares of Common Stock underlying the Non-qualified Stock Option exceeds the exercise price of such Non-qualified Stock Option on the date of expiration of such Option, subject to Section 14. Stock Options may contain such other provisions, which shall not be inconsistent with any of the terms of the Plan, as the Committee shall deem appropriate.

(g) *Termination; Forfeiture*.

(i) *Death*. Unless otherwise provided in a Participant's Grant Agreement, if a Participant ceases to be a director, officer or employee of, or to perform other services for, the Company or any Affiliate due to his or her death, all of the Participant's Awards

shall become fully vested and all of the Participant's Options shall become exercisable and shall remain so for a period of 1 year from the date of such death, but in no event after the expiration date of the Options.

(ii) *Disability*. Unless otherwise provided in a Participant's Grant Agreement (including as a result of a condition in such Grant Agreement that provides for vesting of the Participant's Awards or exercisability of the Participant's Options upon the occurrence of a disability, as defined pursuant to such Grant Agreement), if a Participant ceases to be a director, officer or employee of, or to perform other services for, the Company or any Affiliate due to Disability, all of the Participant's Awards shall become fully vested and all of the Participant's Options shall become exercisable and shall remain so for a period of 1 year from the date thereof, but in no event after the expiration date of the Options. Notwithstanding the foregoing, if the Disability giving rise to the termination of employment is not within the meaning of Section 22(e)(3) of the Code or any successor thereto, Incentive Stock Options not exercised by such Participant within 90 days after the date of termination of employment will cease to qualify as Incentive Stock Options and will be treated as Non-qualified Stock Options under the Plan if required to be so treated under the Code.

(iii) *Retirement*. Unless otherwise provided in a Participant's Grant Agreement, if a Participant ceases to be an officer or employee of, or to perform other services for, the Company or any Affiliate upon the occurrence of his or her Retirement, the unvested portion of the Participant's Awards (or, with respect to the Participant's Options, the unexercisable portion thereof) as of the date of Retirement shall continue to vest (or, with respect to the Participant's Options, become exercisable); provided that such Retirement occurs more than 12 months following the date of grant. In the event such Retirement occurs prior to the 12-month anniversary of the date of grant, (A) all of the Participant's Awards that were not fully vested (or, with respect to the Participant's Options, exercisable) on the date of Retirement shall be forfeited immediately upon such Retirement and (B) all of the Participant's Options that were exercisable on the date of Retirement shall remain exercisable for, and shall otherwise terminate and thereafter be forfeited at the end of, a period of 12 months after the date of Retirement, but in no event after the expiration date of the Options. Notwithstanding anything to the contrary in this Section 6(g)(iii), (x) upon Retirement, a Participant's Awards may become fully vested (and, with respect to the Participant's Options, exercisable) in the discretion of the Committee and (y) Incentive Stock Options not exercised by such Participant within 90 days after Retirement will cease to qualify as Incentive Stock Options and will be treated as Non-qualified Stock Options under the Plan if required to be so treated under the Code.

Unless otherwise provided in a Participant's Grant Agreement, if a Participant ceases to be a director of the Company or any Affiliate upon the occurrence of his or her Retirement, all of the Participant's Awards shall become fully vested and all of the Participant's Options shall become exercisable and shall remain so for a period of 12 months after the date of Retirement, but in no event after the expiration date of the Options.

(iv) *Discharge for Cause*. If a Participant ceases to be a director, officer or employee of, or to perform other services for, the Company or any Affiliate due to Cause (or at a time when such employment or services were, or would have been, terminable for Cause), or if a Participant does not become a director, officer or employee of, or does not begin performing other services for, the Company or any Affiliate for any reason, all of the Participant's Awards shall be forfeited immediately and all of the Participant's Options shall expire and be forfeited immediately, whether or not then exercisable, upon such cessation or non-commencement.

(v) *Other Termination*. Unless otherwise provided in a Participant's Grant Agreement and subject to Section 20(c), if a Participant ceases to be a director, officer or employee of, or to otherwise perform services for, the Company or any Affiliate for any reason other than death, Disability, Retirement or Cause hereunder (each such termination referred to as an "*Other Termination*"), (A) all of the Participant's Options that were exercisable on the date of such cessation shall remain exercisable for, and shall otherwise terminate and thereafter be forfeited at the end of, a period of 90 days after the date of such cessation, but in no event after the expiration date of the Options, and (B) all of the Participant's Awards that were not fully vested (or, with respect to the Participant's Options, exercisable) on the date of such cessation shall be forfeited immediately upon such cessation. For the avoidance of doubt, an Other Termination with recall rights shall be considered an Other Termination to which this Section 6(g)(v) applies.

For purposes of the preceding paragraphs (i) – (v), references to Affiliates shall, to the extent required under Section 422 of the Code and related guidance, be substituted with references to Subsidiaries with respect to Awards of Incentive Stock Options.

7. *Stock Appreciation Rights.*

The Committee shall have the authority to grant SARs under this Plan, either alone or to any optionee in tandem with Options (either at the time of grant of the related Option or thereafter by amendment to an outstanding Option). Subject to the terms of the Plan, SARs shall be subject to such terms and conditions as the Committee may specify.

The exercise price of an SAR must equal or exceed the Fair Market Value of a share of Common Stock on the date of grant of the SAR except for Substitute Awards, which shall have the exercise price as determined by the Committee provided that such exercise price does not cause the Substitute Award to become subject to Section 409A of the Code and the Committee takes into consideration any third-party voting guidelines. Prior to the exercise of the SAR and delivery of the Shares represented thereby, the Participant shall have no rights as a shareholder with respect to Shares covered by such outstanding SAR (including any dividend or voting rights).

SARs granted in tandem with Options shall be exercisable only when, to the extent and on the conditions that any related Option is exercisable. The exercise of an Option shall result in an immediate forfeiture of any related SAR to the extent the Option is exercised, and the exercise of an SAR shall cause an immediate forfeiture of any related Option to the extent the SAR is exercised.

Upon the exercise of an SAR, the Participant shall be entitled to a distribution from the Company in an amount equal to the difference between the Fair Market Value of a share of Common Stock on the date of exercise and the exercise price of the SAR or, in the case of SARs granted in tandem with Options, any Option to which the SAR is related, multiplied by the number of Shares as to which the SAR is exercised. Such distribution shall be in cash and/or Shares having a Fair Market Value equal to such amount, or any combination thereof as chosen by the Committee.

All SARs will be exercised automatically on the last day prior to the expiration date of the SAR or, in the case of SARs granted in tandem with Options, any related Option, so long as the Fair Market Value of a share of Common Stock on that date exceeds the exercise price of the SAR or any related Option, as applicable. An SAR granted in tandem with Options shall expire at the same time as any related Option expires and shall be transferable only when, and under the same conditions as, any related Option is transferable. Unless otherwise determined by a Participant's Grant Agreement, each SAR shall be subject to the termination and forfeiture provisions as set forth in Section 6(g).

8. ***Restricted Stock; Restricted Stock Units.***

(a) The Committee may at any time and from time to time grant Shares of Restricted Stock or Restricted Stock Units under the Plan to such Participants and in such amounts as it determines. Each Restricted Stock Unit shall be equivalent in value to one share of Common Stock and shall entitle the Participant to receive from the Company at the end of the vesting period (the "*Vesting Period*") applicable to such unit one share of Common Stock or the Fair Market Value thereof, unless the Participant has elected at a time that complies with Section 409A of the Code to defer the receipt thereof.

(b) Each grant of Restricted Stock Units or Shares of Restricted Stock shall be evidenced by a Grant Agreement which shall specify the applicable restrictions on such Units or Shares, the duration of such restrictions, and, subject to compliance with the Minimum Vesting Requirement, the time or times at which such restrictions shall lapse with respect to all or a specified number of Shares that are part of the grant.

(c) Except as otherwise provided in any Grant Agreement, the grant of the Restricted Stock shall be granted without payment of cash or consideration to the Company. Unless otherwise determined by the Committee, certificates representing Shares of Restricted Stock granted under the Plan will be held in escrow by the Company on the Participant's behalf during any period of restriction thereon and will bear an appropriate legend specifying the applicable restrictions thereon, and the Participant will be required to execute a blank stock power therefor.

(d) If the grant of Restricted Stock Units or Restricted Stock or the lapse of restrictions is based on the attainment of Performance Goals, the Committee shall establish the Performance Goals and the applicable vesting percentage of the Restricted Stock or Restricted Stock Units applicable to each Participant or class of Participants in writing prior to the beginning of the applicable fiscal year or at such later date as otherwise determined by the Committee and while the outcome of the Performance Goals are substantially uncertain. The Committee may adjust, in whole or in part, any Performance Goals (including any performance

metrics, formulas, performance-based measures or the targeted achievement levels (including any minimum or maximum achievement levels)) relating to such Performance Goals, as the Committee may deem appropriate and equitable and to avoid undue harm or enrichment to account for any changes in financial reporting, any non-recurring, infrequent or unusual events any other events, as reasonably determined by the Committee.

(e) Restricted Stock Units may be granted without payment of cash or consideration to the Company. Except as otherwise provided in any Grant Agreement, on the date the Restricted Stock Units become fully vested and nonforfeitable, the Participant shall receive stock certificates evidencing the conversion of Restricted Stock Units into shares of Common Stock or, at the discretion of the Committee, a cash payment representing the Fair Market Value of the underlying shares in lieu thereof.

(f) The Participant shall not be permitted to Transfer shares of Restricted Stock awarded under this Plan during the period or periods set by the Committee (the "*Restriction Period*") commencing on the date of such Award, as set forth in the Restricted Stock Grant Agreement and such agreement shall set forth a vesting schedule and any events which would accelerate vesting of the shares of Restricted Stock. Within these limits, based on service, attainment of Performance Goals pursuant to Section 8(d) and/or such other factors or criteria as the Committee may determine in its sole discretion, the Committee may condition the grant or provide for the lapse of such restrictions in installments in whole or in part, or may accelerate the vesting of all or any part of any Restricted Stock Award.

(g) Except as otherwise provided in Section 8(d) or in any Grant Agreement, with respect to Shares of Restricted Stock, during such period of restriction the Participant shall have all of the rights of a holder of Common Stock, including but not limited to the rights to receive dividends and to vote, and any stock or other securities received as a distribution with respect to such Participant's Shares of Restricted Stock shall be subject to the same restrictions as then in effect for the Shares of Restricted Stock; provided that, any dividends on Shares of Restricted Stock that vest based upon the satisfaction of any performance conditions shall be accumulated and paid at the time the underlying performance conditions are satisfied. Except as otherwise provided in any Grant Agreement, with respect to the Restricted Stock Units, during such period of restriction the Participant shall not have any rights as a shareholder of the Company; provided that, unless otherwise provided in a Participant's Grant Agreement, the Participant shall have the right to receive accumulated dividends or distributions with respect to the corresponding number of Shares underlying each Restricted Stock Unit at the end of the Vesting Period, unless such Restricted Stock Units are converted into Deferred Stock Units, in which case such accumulated dividends or distributions shall be paid by the Company to the Participant at such time as the Deferred Stock Units are converted into shares of Common Stock.

(h) Unless otherwise provided in a Participant's Grant Agreement, each Award of Restricted Stock or Restricted Stock Units shall be subject to the termination and forfeiture provisions as set forth in Section 6(g).

9. *Performance Awards.*

Performance Awards may be granted to Participants at any time and from time to time as determined by the Committee. The Committee shall determine the size and composition of Performance Awards granted to a Participant and the appropriate period over which performance is to be measured (a "*Performance Cycle*"), subject to compliance with the Minimum Vesting Requirement. Performance Awards may include (i) specific dollar-value target awards, (ii) performance units, and/or (iii) performance Shares.

The value of each Performance Award may be fixed or it may be permitted to fluctuate based on a performance factor (e.g., return on equity) selected by the Committee, including but not limited to, any one or more of the following performance factors: return on equity; earnings per share; return on gross or net assets; return on gross or net revenue; pre- or after-tax net income; earnings before interest, taxes, depreciation and amortization; operating income; revenue growth; consolidated pre-tax earnings; net or gross revenues; net earnings; earnings before interest and taxes; cash flow; earnings per share; fleet in-market availability; safety criteria; environmental criteria; revenue growth; cash flow from operations; diluted or basic; return on sales; earnings per share from continuing operations, diluted or basic; earnings from continuing operations; net asset turnover; capital expenditures; income before income taxes; gross or operating margin; return on total assets; return on invested capital; return on investment; return on revenue; market share; economic value added; cost of capital; expense reduction levels; stock price; productivity; customer satisfaction; employee satisfaction; and total shareholder return for the applicable Performance Cycle, all as computed in accordance with Generally Accepted Accounting Principles (if relevant) as in effect from time to time and as applied by the Company in the preparation of its financial statements and subject to such other special rules and conditions as the Compensation Committee may establish in a timely manner and in any event while the outcome is substantially uncertain. These performance factors may be absolute or relative (to prior performance of the Company or to the performance of one or more other entities or external indices) and may be expressed in terms of a progression within a specified range. The foregoing criteria shall have any reasonable definitions that the Committee may specify, which may include or exclude any or all of the following items, as the Committee may specify: extraordinary, unusual or non-recurring items; effects of accounting changes; effects of currency fluctuations; effects of financing activities (e.g., effect on earnings per share of issuing convertible debt securities); expenses for restructuring, productivity initiatives or new business initiatives; non-operating items; acquisition expenses; and effects of divestitures.

The Committee shall establish Performance Goals and objectives for each Performance Cycle on the basis of such criteria and objectives as the Committee may select from time to time, including, without limitation, the performance of the Participant, the Company, one or more of its Subsidiaries or divisions or any combination of the foregoing. During any Performance Cycle, the Committee shall have the authority to adjust the Performance Goals and objectives for such cycle for such reasons as it deems equitable.

The Committee shall determine the portion of each Performance Award that is earned by a Participant on the basis of the Company's performance over the Performance Cycle in relation to the Performance Goals for such cycle. The earned portion of a Performance Award may be paid out in Shares, other Company securities or any combination thereof, as the Committee may determine.

A Participant must be a director, officer or employee of, or otherwise perform services for, the Company or its Subsidiaries at the end of the Performance Cycle in order to be entitled to payment of a Performance Award issued in respect of such cycle; provided, however, unless otherwise provided in a Participant's Grant Agreement, each Performance Award shall be subject to the termination and forfeiture provisions as set forth in Section 6(g).

10. ***Deferred Stock Units.***

Deferred Stock Units (a) may be granted to Participants at any time and from time to time as determined by the Committee, and (b) shall be issued to Participants who elected prior to the date the Restricted Stock Units were granted to defer delivery of shares of Common Stock that would otherwise be due by virtue of the lapse or waiver of the vesting requirements of their Restricted Stock Units. All elections with respect to Deferred Stock Units shall be made in accordance with the election and distribution timing rules in Section 409A of the Code.

Except as otherwise provided in any Grant Agreement, Deferred Stock Units shall be granted without payment of cash or other consideration to the Company but in consideration of services performed for or for the benefit of the Company or any Subsidiary by such Participant. Payment of the value of Deferred Stock Units shall be made by the Company in shares of Common Stock; provided that, the Participant shall receive a number of shares of Common Stock equal to the number of matured or earned Deferred Stock Units. Upon payment in respect of a Deferred Stock Unit, such unit shall be terminated and thereafter forfeited. Payments in respect of Deferred Stock Units shall be made only at the end of the Deferral Period applicable to such units, the duration of which Deferral Period shall be determined by the Committee at the time of grant of such Deferred Stock Units and set forth in the applicable Grant Agreement (or by the Participant in the case of an election to defer the receipt of Common Stock beyond the Vesting Period).

Except as otherwise provided in any Grant Agreement, during such Deferral Period the Participant shall not have any rights as a shareholder of the Company; provided that, unless otherwise provided in a Participant's Grant Agreement, the Participant shall have the right to receive accumulated dividends or distributions with respect to the corresponding number of shares of Common Stock underlying each Deferred Stock Unit at the end of the Deferral Period when such Deferred Stock Units are converted into shares of Common Stock.

Unless otherwise provided in the Participant's Grant Agreement or related election form, if a Participant dies while serving as a director, officer or employee of the Company or its Subsidiary prior to the end of the Deferral Period, the Participant shall receive payment in respect to such Participant's Deferred Stock Units which would have matured or been earned at the end of such Deferral Period as if the applicable Deferral Period had ended as of the date of such Participant's death.

Unless otherwise provided in a Participant's Grant Agreement or related election form, if a Participant ceases to be a director, officer or employee of, or to otherwise perform services for, the Company or its Subsidiaries upon his or her Disability or Retirement prior to the end of the Deferral Period, the Participant shall receive payment in respect of such Participant's Deferred Stock Units at the end of such Deferral Period.

Unless otherwise provided in the Participant's Grant Agreement or related election form, at such time as a Participant ceases to be, or in the event a Participant does not become, a director, officer or employee of, or otherwise performing services for, the Company or its Subsidiaries for any reason other than Disability, Retirement or death, such Participant shall immediately forfeit any unvested Deferred Stock Units which would have matured or been earned at the end of such Deferral Period.

11. *Other Stock-Based Awards.*

(a) *Generally*. The Committee is authorized to grant to Participants Other Stock-Based Awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to shares of Common Stock, including but not limited to, shares of Common Stock awarded purely as a bonus and not subject to any restrictions or conditions, shares of Common Stock in payment of the amounts due under an incentive or performance plan sponsored or maintained by the Company or an Affiliate, stock equivalent units, and Awards valued by reference to book value of shares of Common Stock. Other Stock-Based Awards may be granted either alone or in addition to or in tandem with other Awards granted under the Plan. Subject to the provisions of this Plan, the Committee shall have authority to determine the Participants, to whom, and the time or times at which, such Awards shall be made, the number of shares of Common Stock to be awarded pursuant to such Awards, and all other conditions of the Awards. The Committee may also provide for the grant of Common Stock under such Awards upon the completion of a specified Performance Cycle. The Committee may condition the grant or vesting of Other Stock-Based Awards upon the attainment of specified Performance Goals as the Committee may determine, in its sole discretion; provided that, the Committee shall establish the Performance Goals for the grant or vesting of such Other Stock-Based Awards based on a Performance Cycle applicable to each Participant or class of Participants in writing prior to the beginning of the applicable Performance Cycle or at such later date as otherwise determined by the Committee and while the outcome of the Performance Goals are substantially uncertain. The Committee may adjust, in whole or in part, any Performance Goals (including any performance metrics, formulas, performance-based measures or the targeted achievement levels (including any minimum or maximum achievement levels)) relating to such Performance Goals, as the Committee may deem appropriate and equitable and to avoid undue harm or enrichment to account for any changes in financial reporting, any non-recurring, infrequent or unusual events any other events, as reasonably determined by the Committee.

(b) *Terms and Conditions*. Other Stock-Based Awards made pursuant to this Section 11 shall be subject to the following terms and conditions:

(i) *Non-Transferability*. Subject to the applicable provisions of the Grant Agreement and this Plan, shares of Common Stock subject to Awards made under this Section 11 may not be Transferred prior to the date on which the shares are issued, or, if later, the date on which any applicable restriction, performance or deferral period lapses.

(ii) *Dividends*. Unless otherwise determined by the Committee at the time of Award, subject to the provisions of the Grant Agreement and this Plan, the recipient of an Award under this Section 11 shall not be entitled to receive, currently or on a deferred basis, dividends or dividend equivalents with respect to the number of shares of Common

Stock covered by the Award, as determined at the time of the Award by the Committee, in its sole discretion.

(iii) *Vesting*. Any Award under this Section 11 and any Common Stock covered by any such Award shall vest or be forfeited to the extent so provided in the Grant Agreement, as determined by the Committee, in its sole discretion.

(iv) *Price*. Common Stock issued on a bonus basis under this Section 11 may be issued for no cash consideration; Common Stock purchased pursuant to a purchase right awarded under this Section 11 shall be priced, as determined by the Committee in its sole discretion.

12. *Other Cash Based Awards.*

The Committee may from time to time grant Other Cash-Based Awards to Participants in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by applicable law, as it shall determine in its sole discretion. Other Cash-Based Awards may be granted subject to the satisfaction of vesting conditions or may be awarded purely as a bonus and not subject to restrictions or conditions, and if subject to vesting conditions, the Committee may accelerate the vesting of such Awards at any time in its sole discretion.

The grant of an Other Cash-Based Award shall not require a segregation of any of the Company's assets for satisfaction of the Company's payment obligation thereunder.

13. *Grant of Dividend Equivalent Rights.*

The Committee may include in a Participant's Grant Agreement a dividend equivalent right entitling the grantee to receive amounts equal to all or any portion of the dividends that would be paid on the shares of Common Stock covered by such Award if such Shares had been delivered pursuant to such Award. In the event such a provision is included in a Grant Agreement, the Committee shall determine whether such payments shall be made in cash, in shares of Common Stock or in another form, the time or times at which they shall be made, and such other terms and conditions as the Committee shall deem appropriate. Any dividend equivalent rights that may be granted on account of Awards that vest based upon the satisfaction of any performance conditions may only be paid if the underlying performance conditions of the Award are satisfied.

14. *Withholding Taxes.*

(a) *Withholding Obligations*. Unless otherwise determined by the Committee, a Participant may (i) pay cash (including by check, bank draft, money order or wire transfer of immediately available funds), (ii) deliver shares of Common Stock (or have the Company withhold Shares acquired upon exercise of an Option or SAR or deliverable upon grant or vesting of Restricted Stock or vesting of Restricted Stock Units or Performance Awards or Deferred Stock Units or the receipt of Common Stock, as the case may be) or (iii) a combination of the foregoing, to satisfy, in whole or in part, the amount the Company is required to withhold for taxes in connection therewith. The fair market value of the shares to be withheld or delivered

will be the Fair Market Value as of the date the amount of tax to be withheld is determined. In the event a Participant delivers or has the Company withhold shares of Common Stock pursuant to this Section 14(a), such delivery or withholding must be made subject to the conditions and pursuant to the procedures set forth in Section 6(b) with respect to the delivery or withholding of Common Stock in payment of the exercise price of Options.

(b) *Company Requirement*. The Company may require, as a condition to any grant or exercise under the Plan or to the delivery of certificates for Shares issued hereunder, that the grantee make provision for the payment to the Company, either pursuant to Section 14(a) or this Section 14(b), of federal, state or local taxes of any kind required by law to be withheld with respect to any grant, delivery or vesting of Shares. The Company, to the extent permitted or required by law, shall have the right to deduct from any payment of any kind (including salary or bonus) otherwise due to a grantee, an amount equal to any federal, state or local taxes of any kind required by law to be withheld with respect to any grant or delivery of Shares under the Plan. The Company shall in no event be liable for any taxes whatsoever (including, without limitation, taxes under Section 409A of the Code) associated with the grant, vesting, exercise, or settlement of any Award granted pursuant to this Plan, other than the Company's share of any payroll taxes.

15. *Grant Agreement; Vesting.*

Each employee to whom an Award is made under the Plan shall enter into a Grant Agreement with the Company that shall contain such provisions, including without limitation vesting requirements, consistent with the provisions of the Plan, as may be approved by the Committee. Unless the Committee determines otherwise and except as otherwise provided herein in connection with a Change in Control or certain occurrences of Termination, no Award under this Plan may be exercised, and no restrictions relating thereto may lapse, within 6 months of the date such Award is made.

16. *Transferability.*

No Award granted under the Plan shall be transferable by a Participant other than (a) by will or the laws of descent and distribution, (b) to a Participant's Family Member by gift or a qualified domestic relations order as defined by the Code or (c) to a charitable organization, but in each case only with Committee approval or as provided in a Grant Agreement. Unless otherwise provided in any Grant Agreement, an option, SAR or Performance Award may be exercised only by the optionee or grantee thereof; by his or her Family Member if such person has acquired the Option, SAR or Performance Award by gift or qualified domestic relations order; by the executor or administrator of the estate of any of the foregoing or any person to whom the Option is transferred by will or the laws of descent and distribution; or by the guardian or legal representative of any of the foregoing; provided that, Incentive Stock Options may be exercised by any Family Member, guardian or legal representative only if permitted by the Code and any regulations thereunder. All provisions of this Plan shall in any event continue to apply to any Award granted under the Plan and transferred as permitted by this Section 16, and any transferee of any such Award shall be bound by all provisions of this Plan as and to the same extent as the applicable original grantee.

17. ***Listing, Registration and Qualification.***

If the Committee determines that the listing, registration or qualification upon any securities exchange or under any law of Shares subject to any Award is necessary or desirable as a condition of, or in connection with, the granting of same or the issue or purchase of Shares thereunder, no such option or SAR may be exercised in whole or in part, no such Performance Award, Restricted Stock Unit or Deferred Stock Unit may be paid out, and no Shares may be issued, unless such listing, registration or qualification is effected free of any conditions not acceptable to the Committee.

18. ***Lock-Up Period.***

As a condition to the grant of an Award, if requested by the Company and the lead underwriter of any public offering of the Common Stock (the "*Lead Underwriter*"), a Participant shall irrevocably agree not to sell, contract to sell, grant any option to purchase, transfer the economic risk of ownership in, make any short sale of, pledge or otherwise transfer or dispose of, any interest in any Common Stock or any securities convertible into, derivative of, or exchangeable or exercisable for, or any other rights to purchase or acquire Common Stock (except Common Stock included in such public offering or acquired on the public market after such offering) during such period of time following the effective date of a registration statement of the Company filed under the Securities Act that the Lead Underwriter shall specify (the "*Lock-Up Period*"). The Participant shall further agree to sign such documents as may be requested by the Lead Underwriter to effect the foregoing and agree that the Company may impose stop-transfer instructions with respect to Common Stock acquired pursuant to an Award until the end of such Lock-Up Period.

19. ***Transfer of Employee.***

The transfer of an employee from the Company to an Affiliate, from any Affiliate to the Company, or from one Affiliate to another Affiliate shall not be considered a Termination of Employment; nor shall it be considered a Termination of Employment if an employee is placed on military or sick leave or such other leave of absence which is considered by the Committee as continuing intact the employment relationship.

20. ***Adjustments.***

(a) In the event of any reorganization, recapitalization, stock split, reverse stock split, special cash dividend, stock dividend, combination of shares, merger, consolidation, distribution of assets, or any other change in the corporate structure or event that affects the shares of the Company such that an adjustment is appropriate in order to prevent dilution or enlargement of the rights of Participants under the Plan, the Committee shall make such equitable adjustments in any or all of the following in order to prevent such dilution or enlargement of rights: (i) the number and kind of Shares or other property available for issuance under the Plan (including, without limitation, the total number of Shares available for issuance under the Plan pursuant to Section 4), (ii) the number and kind of Awards or other property covered by Awards previously made under the Plan, and (iii) the exercise price of outstanding Options and SARs. Any such adjustment shall be final, conclusive and binding for all purposes of the Plan. In the event of any

merger, consolidation or other reorganization in which the Company is not the surviving or continuing corporation or in which a Change in Control is to occur, all of the Company's obligations regarding any Awards that were granted hereunder and that are outstanding on the date of such event shall, on such terms as may be approved by the Committee prior to such event, be assumed by the surviving or continuing corporation or canceled in exchange for property (including cash).

(b) Without limitation of the foregoing, in connection with any transaction of the type specified by Section 2(e)(iii) in the definition of a Change in Control, the Committee may (i) cancel any or all outstanding Options under the Plan in consideration for payment to the holders thereof of an amount equal to the portion of the consideration, if any, that would have been payable to such holders pursuant to such transaction if their Options had been fully exercised immediately prior to such transaction, less the aggregate exercise price that would have been payable therefor, or (ii) if the amount that would have been payable to the Option holders pursuant to such transaction if their Options had been fully exercised immediately prior thereto would be equal to or less than the aggregate exercise price that would have been payable therefor, cancel any or all such Options for no consideration or payment of any kind. Payment of any amount payable pursuant to the preceding sentence may be made in cash or, in the event that the consideration to be received in such transaction includes securities or other property, in cash and/or securities or other property in the Committee's discretion.

(c) *Change in Control*. Unless otherwise provided in a Participant's Grant Agreement, (i) upon a Participant's Termination by the Company for any reason other than Cause in connection with a Change in Control, all of the Participant's Awards shall become fully vested upon the later of such Change in Control or such Termination (and, with respect to the Participant's Options, exercisable upon the later of such Change in Control or such Termination and shall remain so until the expiration date of the Options); provided that in such event, the Committee shall determine the level at which a Participant's Performance Award shall become vested, and (ii) the Participant's Termination may be treated as being in connection with a Change in Control only if such Termination occurs during the period beginning 6 months prior to the Change in Control and ending 12 months following the Change in Control.

(d) *Clawback*. If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, then any Participant who has been paid an Award under this Plan based upon or affected by the restated financial report shall be required, at the discretion of the Board, to reimburse the Company for all or any portion of such Award.

21. *Amendment and Termination of the Plan.*

The Board or the Committee, without approval of the shareholders, may amend or terminate the Plan at any time, except that no amendment shall become effective without prior approval of the shareholders of the Company if (a) shareholder approval would be required by applicable law or regulations, including if required by any listing requirement of the principal stock exchange or national market on which the Common Stock is then listed, (b) such amendment would remove from the Plan a provision which, without giving effect to such

amendment, is subject to shareholder approval, or (c) such amendment would directly or indirectly increase the Share limits set forth in Section 4.

22. ***Amendment or Substitution of Awards under the Plan.***

The terms of any outstanding Award under the Plan may be amended from time to time by the Committee in any manner that it deems appropriate (including, but not limited to, acceleration of the date of exercise of any Award and/or payments thereunder or of the date of lapse of restrictions on Shares); provided that, except as otherwise provided in Section 20, no such amendment shall adversely affect in a material manner any right of a Participant under the Award without his or her written consent, and provided further that, the Committee shall not reduce the exercise price of any Options or SARs awarded under the Plan without approval of the shareholders of the Company. The Committee may, in its discretion, permit holders of Awards under the Plan to surrender outstanding Awards in order to exercise or realize rights under other awards, or in exchange for the grant of new awards, or require holders of Awards to surrender outstanding Awards as a condition precedent to the grant of new awards under the Plan. Notwithstanding the foregoing, the Committee shall not take any of the following actions without shareholder approval, except as provided in Section 20: (a) reduce the exercise price following the grant of an Option or SAR; (b) exchange an Option or SAR which has an exercise price that is greater than the Fair Market Value of a Share for cash or Shares or (c) cancel an Option or SAR in exchange for a replacement Option or another Award with a lower exercise price. Notwithstanding anything to the contrary in this Plan, in no event shall the Committee amend or modify the distribution terms in any Award or Grant Agreement that has a feature for the deferral of compensation if such amendment would result in taxes, additional interest and/or penalties pursuant to Section 409A of the Code.

23. ***Termination Date***

The date of the most recent amendment and restatement of the Plan is December 7, 2021 (the "*Effective Date*"). The Plan is the successor to those certain versions thereof that became effective on May 14, 2015 and February 19, 2021, and any predecessor versions thereof (collectively, the "*Prior Plan*"), it being understood that the provisions of the Prior Plan shall remain in effect for an Award granted thereunder to the extent necessary (e.g., to the extent Section 162(m) of the Code applies to such Award, etc.). Unless previously terminated upon the adoption of a resolution of the Board terminating the Plan, the Plan shall terminate on the tenth anniversary of February 19, 2021; provided that, the requisite stockholder approval of the Plan is obtained in connection with the Company's annual meeting of stockholders, it being understood that in the event such stockholder approval is not obtained, the Prior Plan shall remain in effect and this most recent amendment and restatement of the Plan shall be null and void for all purposes. No termination of the Plan shall materially and adversely affect any of the rights or obligations of any person, without his or her written consent, under any Award or other incentives theretofore granted under the Plan.

24. ***Severability.***

Whenever possible, each provision of the Plan shall be interpreted and construed in such manner as to be effective and valid under applicable law, but if any provision of the Plan is held

to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Plan.

25. ***Jurisdiction; Waiver of a Jury Trial.***

Any suit, action or proceeding with respect to this Plan or any Grant Agreement, or any judgment entered by any court of competent jurisdiction in respect of any thereof, shall be resolved only in the courts of the State of Delaware or the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, the Company and each Participant shall irrevocably and unconditionally (a) submit in any proceeding relating to this Plan or any Grant Agreement, or for the recognition and enforcement of any judgment in respect thereof (a "*Proceeding*"), to the exclusive jurisdiction of the courts of the State of Delaware, the court of the United States of America for the District of Delaware, and appellate courts having jurisdiction of appeals from any of the foregoing, and agree that all claims in respect of any such Proceeding shall be heard and determined in such Delaware State court or, to the extent permitted by law, in such federal court, (b) consent that any such Proceeding may and shall be brought in such courts and waives any objection that the Company and each Participant may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agree not to plead or claim the same, (c) waive all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to this Plan or any Grant Agreement, (d) agree that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party, in the case of a Participant, at the Participant's address shown in the books and records of the Company or, in the case of the Company, at the Company's principal offices, attention General Counsel, and (e) agree that nothing in the Plan or a Grant Agreement shall affect the right to effect service of process in any other manner permitted by the laws of the State of Delaware.

26. ***Governing Law.***

The Plan shall be governed by the corporate laws of the State of Delaware, without giving effect to any choice of law provisions that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

(Amended and Restated as of December 7, 2021)

CLEARWAY ENERGY, INC. ANNUAL INCENTIVE PLAN

ARTICLE I

PURPOSE OF THE PLAN

This Plan shall be known as the Clearway Energy, Inc. Annual Incentive Plan (the "Plan"). Clearway Energy, Inc. (the "Company") originally adopted the Plan effective January 1, 2018. The Plan was amended and restated by the Company as of January 1, 2020 and was most recently amended and restated effective as of January 1, 2022. The Plan will remain in effect until terminated by the Board of Directors of the Company (the "Board"), the Compensation Committee of the Board (the "Committee"). The Plan is designed to attract, motivate, and retain in its employ persons of high competence by providing certain employees of the Company, and any applicable Affiliates, an opportunity to earn an annual Award through the achievement of specific pre-established Company and, where applicable, individual performance goals. Capitalized terms and phrases not otherwise defined herein shall have the meanings ascribed thereto in ARTICLE II hereof.

ARTICLE II

DEFINITIONS

For purposes of the Plan, the following terms shall have the meanings set forth below:

Section 2.1 "Affiliate" means (a) any subsidiary corporation of the Company (or its successors), (b) any corporation, trade or business (including, without limitation, a partnership or limited liability company) which is directly or indirectly controlled fifty percent (50%) or more (whether by ownership of stock, assets or an equivalent ownership interest or voting interest) by the Company (or its successors), or (c) any other entity (including its successors) which is designated as an Affiliate by the Board.

Section 2.2 "Award" means an award provided for under the Plan entitling a Participant to receive an amount payable in cash for a particular performance period on such terms and conditions determined by the Committee in its sole discretion in accordance with the terms hereof and the terms of any such Award.

Section 2.3 "Board" shall have the meaning set forth in ARTICLE I hereof.

Section 2.4 "Cause" means, as to any Participant (a) "Cause", as defined in any employment, consulting or similar agreement between the Participant and the Company or an Affiliate in effect at the time of the Participant's separation, or (b) in the absence of any such employment, consulting or similar agreement (or the absence of any definition of "Cause" contained therein), the occurrence of any of the following:

(i) the Participant's willful misconduct or gross negligence in the performance of the Participant's duties to the Company or an Affiliate that has or could reasonably be expected to have an adverse effect on the Company or an Affiliate;

(ii) the Participant's willful failure to perform the Participant's duties to the Company or an Affiliate (other than as a result of death or a physical or mental incapacity);

(iii) the Participant's indictment for, conviction of, or pleading of guilty or nolo contendere to, a felony or any crime involving moral turpitude;

(iv) the Participant's performance of any material act of theft, fraud, malfeasance or dishonesty in connection with the performance of the Participant's duties to the Company or an Affiliate; or

(v) the Participant's breach of any written agreement between the Participant and the Company or an Affiliate, or the Participant's violation of the Company's code of conduct or other written policy.

For purposes of the Plan, no such termination for Cause may be made pursuant to subsections (i), (ii) and (v) above, until the Participant has been given written notice detailing the specific Cause event and a period of thirty (30) days following receipt of such notice to cure such event (if susceptible to cure); provided that, the Participant's right to cure shall not apply if there are egregious, habitual or repeated breaches by the Participant.

Section 2.5 "Code Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended, and the Department of Treasury regulations and other official guidance promulgated thereunder.

Section 2.6 "Committee" shall have the meaning set forth in ARTICLE I hereof.

Section 2.7 "Company" shall have the meaning set forth in ARTICLE I hereof.

Section 2.8 "Detrimental Activity" means a Participant's: (a) disclosure to anyone outside the Company or any of its Affiliates, or the use in any manner other than in the furtherance of the Company's or any of its affiliates' business, without written authorization from the Company, of any confidential information or proprietary information, relating to the business of the Company or any of its affiliates that is acquired by a Participant prior to the Participant's termination; (b) activity while employed or performing services that results, or if known could result, in the Participant's termination of employment that is classified by the Company as a termination for Cause; (c) attempt, directly or indirectly, to solicit, induce or hire (or the identification for solicitation, inducement or hiring of) any employee of the Company or any of its affiliates to be employed by, or to perform services for, the Participant or any Person with which the Participant is associated (including, but not limited to, due to the Participant's employment by, consultancy for, equity interest in, or creditor relationship with such Person) or any Person from which the Participant receives direct or indirect compensation or fees as a result of such solicitation, inducement or hire (or the identification for solicitation, inducement or hire) without,

in all cases, written authorization from the Company; (d) attempt, directly or indirectly, to solicit in a competitive manner any current or prospective customer of the Company or any of its affiliates without, in all cases, written authorization from the Company; (e) making of negative comments regarding, or otherwise disparaging (or inducing others to do so), the Company, its subsidiaries or parents, or any of their respective officers, directors, employees, shareholders, members, agents or products; (f) without written authorization from the Company, rendering of services for any organization, or engaging, directly or indirectly, in any business, which is competitive with the Company or its affiliates, or rendering of services to such organization or business if such organization or business is otherwise prejudicial to or in conflict with the interests of the Company or any of its affiliates; provided, however, that competitive activities shall only be those competitive with any business unit or affiliate of the Company with regard to which the Participant performed services at any time within the two (2) years prior to the Participant's termination of employment; or (g) material breach of any agreement between the Participant and the Company or any of its Affiliates (including, without limitation, any employment agreement or any noncompetition, nonsolicitation or other restrictive covenants agreement).

Section 2.9 "Disability" means a disability that entitles the Participant to payment of monthly disability payments under any Company long-term disability plan.

Section 2.10 "Participant" means any service provider of the Company or an Affiliate who is selected to participate in the Plan in accordance with ARTICLE IV hereof.

Section 2.11 "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

Section 2.12 "Plan" shall have the meaning set forth in ARTICLE I hereof.

Section 2.13 "Qualified Retirement" means, unless otherwise determined by the Committee, (a) termination of service after at least ten (10) years of service by such employee and (b) attaining at least fifty-five (55) years of age.

Section 2.14 "Severance Eligible Termination" means the involuntary termination of a Participant's employment by the Company or an Affiliate in a manner that makes the Participant eligible to participate in a severance plan sponsored by the Company or an Affiliate. The Committee shall have the authority to determine which, if any, severance plans of the Company or its Affiliates apply toward the existence of a Severance Eligible Termination.

ARTICLE III

ADMINISTRATION

Section 3.1 General. Subject to the provisions of the Plan, the Committee shall be authorized to (a) select Participants, (b) determine the target payment amount of Awards granted to Participants under the Plan, (c) determine the conditions and restrictions, if any, subject to which the payment of Awards will be made, (d) certify that the conditions and restrictions applicable to the payment of any Award have been met, (e) construe and interpret the Plan or any Award, and (f) adopt, amend, or rescind such rules and regulations, and make such other determinations, for

carrying out the Plan as it may deem appropriate. Decisions of the Committee on all matters relating to the Plan shall be in the Committee's sole discretion and shall be conclusive and binding upon the Participants, the Company and all other parties. The validity, construction, and effect of the Plan and the rules and regulations relating to the Plan shall be determined in accordance with applicable federal and state laws, rules and regulations promulgated pursuant thereto.

Section 3.2 Plan Expenses. The expenses of the Plan shall be borne by the Company.

Section 3.3 Unfunded Arrangement. Neither the Company nor its Affiliates shall be required to establish any special or separate fund or make any other segregation of assets to assume the payment of any Award under the Plan. The Plan shall be "unfunded" for all purposes and Awards hereunder shall be paid out of the general assets of the Company as and when the Awards are payable under the Plan. All Participants shall be solely unsecured general creditors of the Company. If the Company decides in its sole discretion to establish any advance accrued reserve on its books against the future expense of the Awards payable hereunder, or if the Company decides in its sole discretion to fund a trust from which benefits under the Plan may be paid from time to time, such reserve or trust shall not under any circumstance be deemed to be an asset of the Plan.

Section 3.4 Accounts and Records. The Committee shall maintain such accounts and records regarding the fiscal and other transactions of the Plan and such other data as may be required to carry out its functions under the Plan and to comply with all applicable laws.

Section 3.5 Retention of Professional Assistance. The Committee may employ such legal counsel, accountants and other persons as may be required in carrying out its duties in connection with the Plan.

ARTICLE IV

PARTICIPATION; PAYMENT OF AWARDS

Section 4.1 Participation. Participation in the Plan shall be as determined by the Committee and/or the President and Chief Executive Officer of the Company and set forth in an Award; provided that, in no event shall any such determination of the President and Chief Executive Officer relate to an individual who is "executive officer" under the Securities Exchange Act of 1934, as amended. For the avoidance of doubt and notwithstanding an Award, no service provider of the Company who is not an employee of the Company or an Affiliate shall have any right to be selected as a Participant. Nothing in the Plan shall interfere with or limit in any way any right of the Company or any of its Affiliates to terminate any Participant's employment or service relationship at any time and for any reason (or no reason), nor confer upon any Participant any right to continued service with the Company or any of its Affiliates for any period of time or to continue such Participant's present (or any other) rate of compensation. No Participant who is provided the opportunity to receive an Award under the Plan shall have any right to an opportunity to receive future Awards under the Plan. By accepting any payment under the Plan, each Participant and each Person claiming under or through such Participant shall be conclusively deemed to have indicated such Person's acceptance and ratification of, and consent to, any action taken under the Plan by the Company or the Committee. Determinations made by the Committee

or the Company under the Plan need not be uniform and may be made selectively among eligible individuals under the Plan, whether or not such individuals are similarly situated.

Section 4.2 Design of Awards. Awards provided under the Plan shall be denominated by reference to performance metrics of the Company, such as EBITDA, free cash flow, and any other factors, as determined by the Committee, and shall represent the right to receive a payment or payments on any terms and conditions as may be determined by the Committee in its sole discretion.

Section 4.3 Vesting of Awards. The Committee may, in its sole discretion, impose such vesting or other restrictions on Awards provided under the Plan as it determines, and may impose vesting conditions on any Award or accelerate the vesting of any Award granted hereunder at any time. The requirements for vesting of an Award may be based on the continued service of the Participant with the Company or its Affiliates for a specified time period (or periods) and/or on the attainment of a specified performance goal (or goals) established by the Committee in its sole discretion.

Section 4.4 Payment of Awards.

(a) General. Awards under the Plan shall be paid in a single lump sum cash payment at such time or times as determined by the Committee in its sole discretion taking into account the requirements of Code Section 409A.

(b) Release. Upon acceptance of payment of any amount pursuant to an Award hereunder, the Participant shall be deemed to have unconditionally released and discharged the Company and any and all of the Company's parent companies, partners, Affiliates, successors and assigns and any and all of its and their past and/or present officers, directors, members, partners, agents, employees and representatives from any and all claims in connection with, or in any manner related to or arising under, the Plan with respect to such Award, including the determination of the amount payable under such Award and any other matter associated therewith.

Section 4.5 No Entitlement to an Award Unless Employed on Date Payment is Made. Unless otherwise determined by the Committee in an Award, a Participant is not entitled to any payment pursuant to an Award unless the Participant is employed by the Company or any of its Affiliates on the date such Award is paid or otherwise settled.

Section 4.6 Impact of Termination of Employment due to death, Disability, and Qualified Retirement. If a Participant's employment terminates due to such Participant's death or Disability, the Participant or his or her estate (in the case of death) may be paid, at the discretion of the Committee, a prorated portion of the target Award based upon the Participant's period of service. Payments of an Award to a Participant (or his or her estate) who terminates employment due to death or Disability shall be made during the next administratively feasible payroll period following termination of employment (but in no event longer than 2 ½ months after the end of the calendar year in which the Participant's termination of employment occurs). If a Participant's employment terminates due to such Participant's Qualified Retirement prior to the payment date

for an Award, the Participant shall be paid a prorated portion of his or her outstanding Award based upon the Participant's completed period of service during the period that relates to such Award and satisfaction of the underlying performance goals (if any). Payments of Awards to Participants who terminate as a result of Qualified Retirement shall be paid at the same time such Awards would have been paid in the absence of such termination and based upon satisfaction of the underlying performance goal (or goals) (but in no event longer than 2 ½ months after the end of the calendar year in which the Participant's termination of employment occurs).

Section 4.7 Impact of Termination of Employment due to Severance Eligible Termination. A Participant who has involuntarily terminated employment with the Company through a Severance Eligible Termination may be paid, at the discretion of the Committee, a prorated portion of the Award based upon the Participant's period of service. No Participant (or his or her estate) may receive payment under the Plan under this Section 4.7 without first executing and delivering to the Company a complete general release of all claims, known or unknown, against the Company and its affiliates, including employment-related claims and all rights to payments under the Plan within the release or revocation period provided by the Company (or as applicable, an affiliate). Payments of Awards to Participants under this Section 4.7 shall be made following the completion of the general release of claims referenced in this Section 4.7; provided that, in the event that the forty-five (45)-day period spans two calendar years, payment shall be made in the second calendar year.

Section 4.8 Detrimental Activity. Unless otherwise determined by the Company, (i) in the event that a Participant engages in a Detrimental Activity, all unpaid Awards (whether vested or unvested) that were previously provided to the Participant shall be immediately forfeited without any further action by the Company; and (ii) as a condition to receiving any payment in respect of any Award hereunder, the Participant may be required to certify (or shall be deemed to have certified) at the time of payment in a manner acceptable to the Company that the Participant is in compliance with the terms and conditions of the Plan and that the Participant has not engaged in, and does not intend to engage in, any Detrimental Activity.

Section 4.9 Changes in Capital Structure. In the event that any dividend or other distribution (whether in the form of cash, shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, change in control or exchange of shares or other securities of the Company, or other corporate transaction or event affects an Award, the Committee may, in its sole discretion, take such action as it deems appropriate, including, but not limited to, (a) canceling any outstanding Award, (b) replacing Awards with substitute awards on such terms and conditions as the Committee determines. Any actions or determinations of the Committee under this Section 4.9 need not be uniform as to all outstanding Awards, nor treat all Participants identically.

ARTICLE V

MISCELLANEOUS

Section 5.1 Successors. For purposes of the Plan, the Company shall include any and all successors or assignees, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all of the business or assets of the Company and such successors

and assignees shall perform the Company's obligations under the Plan, in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place. In the event that the surviving corporation in any transaction to which the Company is a party is a subsidiary of another corporation, the ultimate parent corporation of such surviving corporation shall cause the surviving corporation to perform the obligations of the Company under the Plan in the same manner and to the same extent that the Company would be required to perform such obligations if no such succession or assignment had taken place. In such event, the term "Company," as used in the Plan, shall mean the Company, as hereinbefore defined, and any successor or assignee (including the ultimate parent corporation) to the business or assets thereof which by reason hereof becomes bound by the terms and provisions of the Plan. No rights under the Plan shall be assignable by the Participant or subject to any pledge or encumbrance of any nature.

Section 5.2 Nontransferability. No Award or right to receive payment under the Plan may be transferred other than by will or the laws of descent and distribution. Any transfer or attempted transfer of an Award or a right to receive payment under the Plan contrary to this Section 5.2 shall be void. In the event of an attempted transfer by a Participant of an Award or a right to receive payment pursuant to the Plan contrary to this Section 5.2 hereof, the Committee may in its sole discretion terminate such Award or right.

Section 5.3 Withholding Taxes. The Company or any of its Affiliates shall be entitled, if necessary or desirable, to withhold from any amount due and payable by the Company to any Participant (or secure payment from such Participant in lieu of withholding) the amount of any withholding or other tax due from the Company with respect to any amount payable to such Participant under the Plan.

Section 5.4 Amendment and Termination of the Plan. The Committee reserves the right to amend or terminate, in whole or in part, any or all of the provisions of the Plan, including any or all exhibits and annexes attached hereto, or any Award provided hereunder at any time, with or without notice. By receiving any Award pursuant to the Plan, a Participant acknowledges and agrees that certain determinations require certain "judgment calls" by the Committee or the Company and that such determination shall be made in the sole discretion of the Committee or the Company, as applicable. The Plan, together with all exhibits and annexes hereto and any Award made pursuant to the Plan, sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes any and all prior agreements or understandings between a Participant and the Company with respect to the subject matter hereof.

Section 5.5 Severability. Whenever possible, each provision of the Plan shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Plan is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Plan.

Section 5.6 Titles and Headings. The headings and titles used in the Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

Section 5.7 Governing Law. The Plan shall be construed in accordance with and governed by the laws of the state of Delaware (without regard to the legislative or judicial conflict of laws rules of any state), except to the extent superseded by federal law.

Section 5.8 Clawback. If the Company, or any of its Affiliates, is required to prepare an accounting restatement due to the material noncompliance of the Company or Affiliate with any financial reporting requirement under the securities laws, then any Participant who has been paid an Award under the Plan based upon or affected by the restated financial report shall be required, at the discretion of the Committee, to reimburse the Company for all or any portion of such Award paid to such Participant.

Section 5.9 Code Section 409A. Although the Company makes no guarantee with respect to the tax treatment of payments hereunder and shall not be responsible in any event with regard to non-compliance with Code Section 409A, the Plan is intended to either comply with, or be exempt from, the requirements of Code Section 409A. To the extent that the Plan is not exempt from the requirements of Code Section 409A, the Plan is intended to comply with the requirements of Code Section 409A and shall be limited, construed and interpreted in accordance with such intent. Notwithstanding any provision herein to the contrary, if at the time of the Participant's separation from service within the meaning of Code Section 409A, the Participant is a "specified employee" within the meaning of Code Section 409A, any payment hereunder that constitutes a "deferral of compensation" under Code Section 409A and that would otherwise become due on account of such separation from service shall be delayed, and payment shall be made in full upon the earlier of (a) a date during the thirty (30)-day period commencing six (6) months and one (1) day following such separation from service and (b) the date of the Participant's death. Notwithstanding the foregoing, in no event whatsoever shall the Company be liable for any additional tax, interest, income inclusion or other penalty that may be imposed on a Participant by Code Section 409A or for damages for failing to comply with Code Section 409A.

Section 5.10 No Acquired Rights. All Awards are made under the Plan at the Company's or Committee's discretion. The Company assumes no obligation to a Participant under the Plan with respect to any doctrine or principle of acquired rights or similar concept.

Section 5.11 Accounting Changes. The Plan shall not be construed to limit or prevent the Company from adopting or changing any accounting rules, standards, or procedures.

Section 5.12 Beneficiaries. Unless otherwise determined by the Company or provided in an Award, if a Participant dies while any Award is outstanding, then any amounts paid pursuant to an Award (if any) shall be paid to the Participant's estate.

Clearway Energy, Inc. Involuntary Severance Plan

(Amended and Restated as of January 1, 2022)

Contents

Clearway Energy, Inc.
Involuntary Severance Plan

Article 1. Establishment and Purpose.

1.1. Establishment. Clearway Energy, Inc., a Delaware corporation, (hereinafter referred to as the "Company") originally adopted this plan known as the "Clearway Energy, Inc. Involuntary Severance Plan" (the "Plan"), effective as of January 1, 2017. The Plan was amended and restated by the Company as of January 1, 2018, again as of January 1, 2019 and February 18, 2020, and is hereby further amended and restated as of January 1, 2022. The Plan provides severance benefits for certain employees of the Company and its participating Affiliates whose employment is terminated due to reductions in force or as a result of the Company's restructuring.

1.2. Purpose. The purpose of the Plan is to provide severance benefits to Eligible Employees in order to maintain the focus of Eligible Employees on the business of the Company and to mitigate the distractions caused by the possibility that the Eligible Employee's employment may be terminated due to reductions in force or as a result of the Company's restructuring.

Article 2. Definitions.

The following terms shall have the meanings set forth below and, when so intended, the terms shall be capitalized. Except when otherwise indicated by the context, the plural shall include the singular and the singular shall include the plural.

2.1. Administrator means an individual or committee designated by the Company to administer the Plan. In the absence of a formal designation, the Administrator shall be the Vice President, Human Resources for the Company.

2.2. Affiliate means (i) any subsidiary corporation of the Company, (ii) any corporation, trade or business (including, without limitation, a partnership or limited liability company) which is directly or indirectly controlled fifty percent (50%) or more (whether by ownership of stock, assets or an equivalent ownership interest or voting interest) by the Company (or its successors), or (iii) any other entity (including its successors) which is designated as an Affiliate by the Board.

2.3. Board means the Board of Directors of the Company.

2.4. Code means the Internal Revenue Code of 1986, as amended, and the Department of Treasury regulations and other official guidance promulgated thereunder.

2.5. Company means Clearway Energy, Inc., a Delaware corporation, or any successor as provided in Article 9.

2.6. Delay Period shall have the meaning set forth in Section 4.5.1.

2.7. Eligible Employee means persons in the employment of the Company or its Affiliates who are classified as common law employees, excluding, however, the following classifications:

(a) employees whose terms and conditions of employment are subject to a collective bargaining agreement,

(b) employees who are covered under other severance arrangements,

(c) employees who are employed outside the United States, and

(d) persons who are classified as part-time, temporary, leased, or contract and other similar classifications even if it is subsequently determined that the classification is incorrect.

2.8. ERISA means the Employee Retirement Income Security Act of 1974, including applicable Department of Labor regulations and other official guidance promulgated thereunder.

2.9. Participant means an Eligible Employee who satisfies the participation requirements of the Plan in accordance with Article 3.

2.10. Plan shall have the meaning set forth in Section 1.1.

2.11. Period of Severance means the period commencing on the Participant's Termination Date and ending on the date on which the Participant receives the last severance payment or severance benefit hereunder. The duration of the Participant's Period of Severance shall be determined by the number of Severance Weeks for that Participant.

2.12. Plan Year means the consecutive twelve (12)-month period beginning each January 1 and ending the following December 31.

2.13. Release means a general waiver and release of claims in favor of the Company, in a form drafted by and acceptable to the Company, that must be executed by a Participant as a condition to receipt of severance benefits and payments under the Plan.

2.14. Salary means the Participant's annual base salary as of the Participant's Termination Date. The following rules shall apply in determining the Participant's annual base salary:

(a) **Excluded Items**. In determining a Participant's Salary, there shall be excluded all of the following: (i) overtime and shift differential pay, (ii) expense allowances, (iii) deferred compensation at the time it is paid, or deferred, including pay for any accrued but unused paid time off, (iv) long term disability pay, (v) bonus or other incentive pay, (vi) payments, discounts or grants under any stock purchase, stock option, phantom stock unit or restricted stock plan, (vii) severance pay, (viii) contributions or benefits under any other employee benefit or fringe benefit plan (except as provided in subsection (b)), (ix) tax gross-ups, or (x) other payments of a similar nature.

(b) **Included Items**. Elective contributions made by the Company or its Affiliates on behalf of a Participant, which are part of a salary reduction

agreement, that are not includable in gross income under Code Sections 125 or 402(e)(3), including elective contributions authorized by the Participant under a cafeteria plan or any qualified cash or deferred arrangement under Code Section 401(k), and short term disability payments shall be included in Salary.

(c) **Post-Termination Pay**. Amounts received after the Participant's Termination Date shall not be taken into account in determining a Participant's Salary.

2.15. Severance Weeks means the number of weeks according to a Participant's job level and personnel subarea, if applicable, as indicated in the Company's human resources information systems, per the table below:

Assignment	Severance Weeks
Non-Exempt Professional; or, Plant Professional	The greater of 8 weeks of base pay or 1.5 weeks of base pay per Year of Service. Maximum 52 weeks.
Exempt Professional	The greater of 12 weeks of base pay or 1.5 weeks of base pay per Year of Service. Maximum 52 weeks.
Manager or Senior Manager	The greater of 16 weeks of base pay or 1.5 weeks of base pay per Year of Service. Maximum 52 weeks.
Director	The greater of 24 weeks of base pay or 1.5 weeks of base pay per Year of Service. Maximum 52 weeks.

2.16. Termination Date means the date on which the Participant's employment with the Company or its Affiliates terminates and such termination is also a "separation from service" for purposes of Code Section 409A.

2.17. Weekly Compensation means the Participant's Salary divided by fifty-two (52).

2.18. Years of Service means a Participant's completed and partial calendar years of continuous service for the Company and its Affiliates (including with any predecessor thereof). Years of Service shall include time on a leave of absence to the extent required by law. Years of Service shall not include any accrued but unused paid time off benefits as of the Participant's Termination Date. Service as a temporary or temporary/part-time employee will not be considered a termination or interruption of employment, but will not count toward Years of Service. Years of Service will terminate on the Participant's Termination Date. An employee who terminates employment and is rehired by the Company or an Affiliate will not receive credit for any prior Years of Service.

Article 3. Eligibility and Participation.

3.1. Eligibility. Persons eligible to participate in the Plan shall be limited to Eligible Employees whose positions are eliminated or consolidated with another position due to reductions in force or as a result of the Company's restructuring and such position elimination also constitutes a "separation from service" for purposes of Code Section 409A. No such person is eligible unless

he or she has received a written notice from the Company informing him/her that he/she qualifies for benefits under the Plan. Furthermore, to become a Participant, an Eligible Employee must sign and not revoke an effective Release, and such Release shall no longer be subject to revocation, in each case within sixty (60) days of the Termination Date.

3.2. Commencement of Participation. An Eligible Employee shall commence participation in the Plan, as a Participant, upon the later of the Eligible Employee's Termination Date or the date the Eligible Employee's timely signed Release becomes irrevocable.

3.3. Cessation of Participation. Participation in the Plan shall end on the earliest of:

(a) when the Participant's Period of Severance ends,

(b) when the Participant has received full payment of the Participant's benefit under the Plan, or

(c) the Participant is rehired by the Company or Affiliate (whether directly, indirectly or through an employment agency or contractor).

3.4. Ineligibility

(a) Comparable Position. The Company may offer an employee a comparable position, may require an employee to apply for a comparable position with the Company or any Affiliate, or may reassign an employee to a new position or a reclassification of the employee's current position; provided that all such positions shall be located within reasonably the same geographic area where the employee is located on the Termination Date. The Administrator shall determine, in its sole and reasonable discretion, what constitutes a comparable position under this Section 3.4(a). The failure of an employee to accept the position, or apply for the position when required by the Company will render the employee ineligible for benefits under the Plan.

(b) Other Circumstances. An employee shall also be ineligible for benefits under the Plan if the employee voluntarily terminates employment or retires prior to the position elimination effective date; is receiving long-term disability benefits under a Company sponsored long-term disability plan; is a rehired Company retiree; is entitled to any other compensation or benefit which is determined, in the Administrator sole discretion, to supersede the severance benefits offered under the Plan; is discharged under circumstances that the Administrator determines, in its sole discretion, to involve unacceptable performance or failure to perform, misconduct, negligence, dishonesty, violation of Company policy, or the inability (with or without reasonable accommodation) to perform the essential functions of the employee's position; or is offered employment by a successor employer or by a purchaser in the event of a sale of the Company or a spin-off or sale of a subsidiary, business unit or business assets of the Company or its subsidiaries, where employment terms and conditions, in the aggregate, are

of a comparable or more favorable nature, whether or not the employee accepts or declines the offer of employment. For the avoidance of doubt, employees in positions that are transitioned to a third-party administrator, outsourcing partner, or strategic business partner, where employment terms and conditions, in the aggregate, are of a comparable or more favorable nature, and where employment is substantially continuous and uninterrupted from the Company to a third-party administrator, outsourcing partner, or strategic business party are not eligible for benefits under the Plan.

3.5. No Duplication of Severance Benefits; Reduction of Other Benefits. For the avoidance of doubt, if a Participant is eligible for severance benefits under the Plan, such benefits shall be in lieu of all other severance benefits for which the Participant may be eligible under any other Company-related severance plans, programs, or other agreements. Any benefits provided under the Plan will, to the extent permitted by law, be reduced by the value of any severance benefit required to be paid to the Participant under federal, state or local statute, ordinance or regulation, including any payments or extended periods of employment required to comply with any law governing plant closings, layoffs or similar events. If benefits are paid under the Plan, and, subsequent to such payment, an amount is determined to be payable to the Participant which would under the terms of this section reduce the benefit payable under the Plan, the Company shall be entitled to recover from the Participant the overpayment made under the Plan and shall, to the extent permitted by law, be entitled to offset such overpayment against any amount owed to the Participant (other than any amount that constitutes "deferred compensation" for purposes of Code Section 409A).

Article 4. Severance Benefits.

4.1. Lump Sum Payment. The Participant shall receive a lump sum payment, paid in the standard bi-weekly payroll cycle for the Participant (determined as of the Participant's Termination Date), promptly after the Release is executed and no longer subject to revocation. Notwithstanding the foregoing, in the event the period during which the Participant may adopt the Release and its applicable revocation period cross calendar years, such lump sum payment under the Plan shall be made in the succeeding calendar year. The lump sum payment shall equal the Participant's Weekly Compensation multiplied by the Participant's number of Severance Weeks.

4.2. Death Benefit. An Eligible Employee who is otherwise eligible under Section 3.1 will cease to be eligible to receive severance benefits on his or her death, unless the death occurs after the date the Release is executed and not revoked, in which case the remaining benefits, if any, will be paid to the Eligible Employee in accordance with the Company's regular payroll practices or to the Eligible Employee's estate, as applicable.

4.3. Outplacement Benefits. The Company shall provide Participants who are entitled to severance benefits with outplacement services through the Company's contracted provider or one selected by the Participant and approved in advance by the Company.

4.4. Failure to Sign (or Revocation of) Release. An Eligible Employee who, for whatever reason, either fails to sign the Release form, or after signing the Release, revokes the

Release within the time period prescribed by law, in each case such that the Release is not effective and irrevocable within sixty (60) days of the Termination Date, shall not be eligible for benefits under the Plan.

4.5. Specified Employees. Notwithstanding any other payment schedule provided herein to the contrary, if the Participant is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then each of the following shall apply:

4.5.1 With regard to any payment that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment shall be made on the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Participant, and (B) the date of the Participant's death (the "Delay Period") to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 4.5.1 shall be paid to the Participant in a lump sum.

4.5.2 To the extent that any benefit to be provided during the Delay Period is considered deferred compensation under Code Section 409A provided on account of a "separation from service," and such benefits are not otherwise exempt from Code Section 409A, the Participant shall pay the cost of such benefits during the Delay Period, and the Company shall reimburse the Participant, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to the Participant, the Company's share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.

Article 5. Continuation of Certain Welfare Benefits.

In the event that the Participant is, and remains, eligible for COBRA continuation coverage and elects to receive such coverage, the Company shall pay for all or a portion of his or her cost to participate in COBRA health and/or dental continuation coverage for the Participant's Period of Severance following the Participant's Termination Date, such that the Participant maintains the same coverage level and cost, on an after tax basis, as in effect immediately prior to the Participant's Termination Date.

Notwithstanding the above, these health and/or dental benefits shall be discontinued prior to the end of the stated continuation period in the event the Participant receives substantially similar benefits from a subsequent employer, as determined solely by the Administrator in good faith. For purposes of enforcing this offset provision, the Participant shall be deemed to have a duty to keep the Company informed as to the terms and conditions of any subsequent employment and the corresponding benefits earned from such employment, and shall provide, or cause to provide, to the Company in writing correct, complete, and timely information concerning the same.

Article 6. Taxes.

The Company shall withhold from the Participant's severance benefit payment an amount sufficient to satisfy any federal, state, and/or local tax withholding requirements. The intent of the

parties is that payments and benefits under the Plan be exempt from Code Section 409A and the regulations and guidance promulgated thereunder and, accordingly, to the maximum extent permitted, in the event Code Section 409A applies to the Plan, the Plan shall be interpreted to be in compliance therewith. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on a Participant by Code Section 409A or damages for failing to comply with Code Section 409A. For purposes of Code Section 409A, the Participant's right to receive any installment payment pursuant to the Plan shall be treated as a right to receive a series of separate and distinct payments. Notwithstanding any other provision of the Plan to the contrary, in no event shall any payment under the Plan that constitutes "deferred compensation" for purposes of Code Section 409A be subject to offset, counterclaim or recoupment by any other amount payable to the Participant unless otherwise permitted by Code Section 409A.

Article 7. Amendment and Termination.

The Company reserves the rights to amend, modify, or terminate the Plan at any time, or for whatever reason, without advance notice. In the event the Company exercises its right to terminate the Plan, however, the Company shall use commercially reasonable efforts to give notice of its intent to terminate to all Eligible Employees. No amendment or termination, however, shall in any manner adversely affect the severance benefits of any Participant who has become eligible for benefits under Article 3.

Article 8. Administration and Claims.

8.1. The Administrator. The Plan shall be administered by the Administrator. The Administrator may delegate any or all of its administrative responsibilities to employees of the Company or to third parties.

8.2. Authority of the Administrator. The Administrator shall have the full power and discretion to determine the terms and conditions of each employee's participation, to construe and interpret the Plan and any agreement or instrument entered into under the Plan, and to establish, amend, or waive procedures for the Plan's administration. Further, the Administrator shall have full power and discretion to make any other determination that may be necessary or advisable for the Plan's administration. The Administrator shall have the authority and responsibilities to assist with the administration of the Plan as may be designated by the Company.

8.3. Decisions Binding. All determinations and decisions made by the Administrator and all related orders or resolutions of the Administrator shall be final, conclusive, and binding on all persons, including the Company, its employees, the Participants, and their estates and beneficiaries.

8.4. Claims Procedure. Unless modified by the Administrator, the claims procedure set forth in this Section 8.4 shall be the exclusive procedure for the disposition of claims for benefits arising under the Plan.

8.4.1 Original Claim. Any employee or former employee, who believes they are entitled to benefits under the Plan that have not been provided to such employee or former employee, may, if the person so desires, file with the Administrator a written claim for benefits

under the Plan. Within ninety (90) days after the filing of the claim, the Administrator shall notify the claimant in writing whether the claim is upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred eighty (180) days from the date the claim was filed) to reach a decision on the claim. If the claim is denied in whole or in part, the Administrator shall state in writing:

(a) the specific reason or reasons for the denial;

(b) the specific references to the pertinent provision of the Plan document on which the denial is based;

(c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why the material or information is necessary; and

(d) an explanation of the claims review procedure set forth in Section 8.4.2, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following a denial of the claimant's claim for benefits on review.

8.4.2 **Claims Review Procedure**. Within sixty (60) days after receipt of notice that the claim has been denied in whole or in part, the claimant may file with the Administrator a written request for a review and may, in conjunction with the filing, submit written issues and comments. Within sixty (60) days after the filing of a request for review, the Administrator may furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred twenty (120) days from the date the request for review was filed) to reach a decision on the request for review. If the claim on review is denied in whole or in part, the Administrator shall state in writing:

(a) the specific reason or reasons for the denial;

(b) the specific references to the pertinent provision of the Plan document on which the denial is based;

(c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and

(d) a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following a denial of the claimant's claim for benefits on review.

8.4.3 **General Rules**

(a) No inquiry or question shall be deemed to be a claim or a request for a review of a denied claim unless made in accordance with the claims procedure. The Administrator may require that any claim for benefits and

any request for a review of a denied claim be filed on forms to be furnished by the Administrator upon request.

(b) All decisions on claims and on requests for a review of denied claims shall be made by the Administrator.

(c) The Administrator may, in its discretion, hold one or more hearings on a claim or request for a review of a denied claim.

(d) A claimant may be represented by a lawyer or other representative (at the claimant's own expense), but the Administrator reserves the right to require the claimant to furnish written authorization. A claimant's representative shall be entitled to copies of all notices given to the claimant.

(e) The decision of the Administrator on a claim and on a request for a review of a denied claim shall be provided to the claimant in writing. If a claimant does not receive a decision or notice within the time specified, the claim or request for a review of a denied claim shall be deemed to have been denied.

(f) Prior to filing a claim or a request for a review of a denied claim, the claimant or the claimant's representative shall have a reasonable opportunity to review a copy of the Plan document and all other pertinent documents in the possession of the Administrator.

Article 9. General Provisions.

9.1. Unfunded Welfare Plan. The Plan is intended to be an unfunded welfare plan maintained to provide severance pay within the meaning of Title I of ERISA. Participants and their heirs, successors, and assigns shall have no secured legal or equitable rights, interest, or claims in any property or assets of the Company.

9.2. No Assignment. Participants' rights to benefits provided under the Plan may not be sold, transferred, assigned, or otherwise alienated or mortgaged. In no event shall the Company make any payment under the Plan to any assignee or creditor of a Participant.

9.3. Successors. All obligations of the Company under the Plan shall be binding upon any successor to the Company, whether the existence of the successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business or assets of the Company.

9.4. No Rights as Employee. Nothing in the Plan shall interfere with or limit in any way the right of the Company to terminate any Participant's employment at any time or confer upon any Participant a right to continue in the employ of the Company.

9.5. Severability. In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

9.6. Applicable Law. To the extent not preempted by federal law, the Plan shall be governed by and construed in accordance with the laws of the state of New Jersey without giving effect to principles of conflicts of laws.

9.7. Entire Agreement. The Plan constitutes the entire understanding and agreement with respect to the subject matter contained herein, and there are no agreements, understandings, restrictions, representations or warranties among any Participant and the Company other than those as set forth or provided for herein.

Clearway Energy, Inc.

Key Management Change-in-Control and General Severance Plan

(Amended and Restated as of January 1, 2022)

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Clearway Energy, Inc.
Key Management Change-in-Control and General Severance Plan

Article 1. Establishment and Term of the Plan

1.1 Establishment of the Plan

Clearway Energy, Inc. (hereinafter referred to as the "Company") originally adopted this plan known as the "Key Management Change-in-Control and General Severance Plan" (the "Plan") effective January 1, 2017. The Plan was amended and restated by the Company as of January 1, 2018, again as of January 1, 2019, February 18, 2020 and January 1, 2021, and is hereby further amended and restated as of January 1, 2022. The Plan provides Severance Benefits to Vice Presidents and Senior Directors of the Company (each an "Executive" and collectively the "Executives") upon certain terminations of employment from the Company.

The Board of Directors of the Company (the "Board") considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its stockholders. In this connection, the Board recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control (as defined below) may arise and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders.

Accordingly, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management to their assigned duties without distraction in circumstances arising from the possibility of a Change in Control of the Company.

1.2 Initial Term

This Plan commenced on January 1, 2017 (the "Effective Date") and continued in effect for a period of three (3) years (the "Initial Term").

1.3 Successive Periods

Following completion of the Initial Term, the term of this Plan shall automatically be extended for one (1) additional year at the end of the Initial Term, and then again after each successive one (1) year period thereafter (each such one (1) year period following the Initial Term is referred to as a "Successive Period"). However, the Committee (as defined below) may terminate this Plan at the end of the Initial Term, or at the end of any Successive Period thereafter, by causing the Company to provide the Executives written notice of intent to terminate the Plan, delivered at least six (6) months prior to the end of such Initial Term or Successive Period. If such notice is properly delivered by the Company, this Plan, along with all corresponding rights, duties, and covenants, shall automatically expire at the end of the Initial Term or Successive Period then in progress.

1.4 Change-in-Control Renewal

Notwithstanding the provisions of Section 1.3 above, in the event that a Change in Control of the Company occurs during the Initial Term or any Successive Period, upon the effective date of such Change in Control, the term of this Plan shall automatically and irrevocably be renewed for a period of two (2) years from the effective date of such Change in Control. Further, this Plan shall be assigned to the successor in such Change in Control, as further provided in Article 8 herein. This Plan shall thereafter automatically terminate following such two (2) year Change-in-Control renewal period; provided that such termination shall not affect or diminish the rights of the Executives who become entitled to benefits or payments under this Plan.

Article 2. Definitions

Whenever used in this Plan, the following terms shall have the meanings set forth below and, when the meaning is intended, the initial letter of the word is capitalized.

(a) "**Accountants**" shall have the meaning set forth in Article 6.

(b) "**Affiliate**" means (i) any subsidiary corporation of the Company (or its successors), (ii) any corporation, trade or business (including, without limitation, a partnership or limited liability company) which is directly or indirectly controlled fifty percent (50%) or more (whether by ownership of stock, assets or an equivalent ownership interest or voting interest) by the Company (or its successors), or (iii) any other entity (including its successors) which is designated as an Affiliate by the Board.

(c) "**Base Salary**" means the greater of the Executive's annual rate of salary, whether or not deferred, at: (i) the Effective Date of Termination or (ii) at the date of the Change in Control.

(d) "**Beneficiary**" means the persons or entities designated or deemed designated by the Executive pursuant to Section 9.6 herein.

(e) "**Board**" shall have the meaning set forth in Section 1.1.

(f) "**Cause**" means, as to any Executive (i) "Cause", as defined in any employment, consulting or similar agreement between the Executive and the Company or an Affiliate in effect at the time of the Executive's separation, or (ii) in the absence of any such employment, consulting or similar agreement (or the absence of any definition of "Cause" contained therein), the occurrence of any of the following:

(i) the Executive's willful misconduct or gross negligence in the performance of the Executive's duties to the Company or an Affiliate that has or could reasonably be expected to have an adverse effect on the Company or an Affiliate;

(ii) the Executive's willful failure to perform the Executive's duties to the Company or an Affiliate (other than as a result of death or a physical or mental incapacity);

(iii) indictment for, conviction of, or pleading of guilty or nolo contendere to, a felony or any crime involving moral turpitude;

(iv) the Executive's performance of any material act of theft, fraud, malfeasance or dishonesty in connection with the performance of the Executive's duties to the Company or an Affiliate;

(v) breach of any written agreement between the Executive and the Company or an Affiliate, or a violation of the Company's code of conduct or other written policy; or

(vi) any other material breach of Article 5 of this Plan.

For purposes of this Plan, there shall be no termination for Cause pursuant to subsections (i) through (vi) above, unless a written notice, containing a detailed description of the grounds constituting Cause hereunder, is delivered to the Executive stating the basis for the termination. Upon receipt of such notice, the Executive shall be given thirty (30) days to fully cure and remedy the neglect or conduct that is the basis of such claim; provided that the Executive's right to cure shall not apply if there are egregious, habitual or repeated breaches by the Executive or if the condition or act is not curable.

(g) "**Change-in-Control Severance Benefits**" means the Severance Benefits described in Section 3.2.

(h) "**Change in Control**" means the first to occur of any of the following events:

(i) Any "person" (as that term is used in Sections 13 and 14(d)(2) of the Securities Exchange Act of 1934 ("Exchange Act")) other than Clearway Energy Group LLC or one of its subsidiaries or affiliates (A) becomes the "beneficial owner" (as that term is used in Section 13(d) of the Exchange Act), directly or indirectly, of fifty percent (50%) or more of either (x) the Company's then-outstanding common stock ("Outstanding Common Stock"), or (y) the Company's then-outstanding capital stock entitled to vote in the election of directors ("Outstanding Voting Stock"), excluding any "person" who becomes a "beneficial owner" in connection with a Business Combination (as defined in paragraph (iii) below) which does not constitute a Change in Control under said paragraph (iii); or (B) obtains the power to, directly or indirectly, vote or cause to be voted fifty percent (50%) or more of the Company's capital stock entitled to vote in the election of directors, including by contract or through proxy; or

(ii) Persons who on the Effective Date constitute the Board (the "Incumbent Directors") cease for any reason, including without limitation, as a result of a tender offer, proxy contest, merger, or similar transaction, to constitute at least a majority thereof; provided that any person becoming a director of the Company subsequent to the Effective Date shall be considered an

Incumbent Director if such person's election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors; but provided further, that any such person whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of members of the Board or other actual or threatened solicitation of proxies or consents by or on behalf of a "person" (as defined in Sections 13(d) and 14(d) of the Exchange Act) other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director; or

(iii) Consummation of a reorganization, merger, consolidation, or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless, following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners, respectively, of Outstanding Common Stock and the combined voting power of Outstanding Voting Stock immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the then outstanding shares of common stock and voting securities entitled to vote generally in the election of directors, as the case may be, of the company resulting from such Business Combination (including, without limitation, a company which, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Common Stock and Outstanding Voting Stock of the Company; or

(iv) The stockholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company.

(i) "**Code**" means the Internal Revenue Code of 1986, as amended, and the treasury regulations and other official guidance promulgated thereunder.

(j) "**Committee**" means the Compensation Committee of the Board or any other committee appointed by the Board to perform the functions of the Compensation Committee.

(k) "**Company**" means Clearway Energy, Inc., a Delaware corporation, or any successor thereto as provided in Section 8.1 herein.

(l) "**Confidential Information**" shall have the meaning set forth in Section 5.1.

(m) "**Delay Period**" shall have the meaning set forth in Section 3.4(b).

(n) "**Disability**" means a disability that would entitle an Executive to payment of monthly disability payments under any Company long-term disability plan.

(o) "**Effective Date**" means the commencement date of this Plan as specified in Section 1.2 of this Plan.

(p) "**Effective Date of Termination**" means the date on which a Qualifying Termination occurs, which triggers the payment of Severance Benefits hereunder.

(q) "**Executive**" shall have the meaning set forth in Section 1.1.

(r) "**General Severance Benefits**" means the Severance Benefits described in Section 3.3.

(s) "**Good Reason**" means without the Executive's express written consent the occurrence of any one or more of the following:

(i) The Company reduces the amount of the Executive's then current Base Salary or target total compensation by more than fifteen percent (15%), excluding across-the-board reductions to the Executive's then current Base Salary or annual bonus target pursuant to a compensation reduction program that applies to substantially all similarly situated executives of the Company; provided that, if any reduction of Base Salary or target total compensation occurs during the thirty (30)-month period described in Article 2(y)(i) (without regard to whether the reduction applies on an across-the-board basis as described above), then such reduction shall be deemed to constitute Good Reason at the time of the Change in Control or thereafter, as applicable, for purposes of the Plan; or

(ii) A material reduction in the Executive's benefits under, or relative level of participation in, the Company's employee benefit or retirement plans, policies, practices, or arrangements in which the Executive participates as of the Effective Date of this Plan, or as of the commencement of Executive's participation in this Plan, as applicable; or

(iii) A material diminution in the Executive's title, authority, duties, or responsibilities or the assignment of duties to the Executive which are materially inconsistent with his or her position; or

(iv) Any relocation of the Executive's principal place of employment to a location that is more than fifty (50) miles from the Executive's place of employment as of the Effective Date of this Plan, or as of the commencement of the Executive's participation in this Plan, as applicable, but only if such new location is not closer to the Executive's primary residence; or

(v) The failure of the Company to obtain in writing the obligation to perform or be bound by the terms of this Plan by any successor to the Company or a purchaser of all or substantially all of the assets of the Company within fifteen (15) days after a merger, consolidation, sale, or similar transaction.

For purposes of this Plan, the Executive is not entitled to assert that his or her termination is for Good Reason unless the Executive gives the Board written notice of the event or events which are the basis for such claim within ninety (90) days after the event or events occur, describing such claim in reasonably sufficient detail to allow the Board to address the event or events and a period of not less than thirty (30) days after to cure or fully remedy the alleged condition.

(t) "**Initial Term**" shall have the meaning set forth in Section 1.2.

(u) "**Nonsolicitation Period**" shall have the meaning set forth in Section 5.3.

(v) "**Notice of Termination**" means a written notice which shall indicate the specific termination provision in this Plan relied upon, and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(w) **"Parachute Payment Ratio**" shall have the meaning set forth in Article 6.

(x) "**Plan**" shall have the meaning set forth in Section 1.1.

(y) "**Qualifying Termination**" means:

(i) If such event occurs within the time period that is six (6) months immediately prior to, or two (2) years immediately following a Change in Control:

(A) An involuntary termination of the Executive's employment by the Company for reasons other than Cause, death, or Disability pursuant to a Notice of Termination delivered to the Executive by the Company; or

(B) A voluntary termination by the Executive for Good Reason pursuant to a Notice of Termination delivered to the Company by the Executive; or

(ii) If such event occurs at any other time:

(A) An involuntary termination of the Executive's employment by the Company due to reductions in force or other factors as a result of a Company restructuring.

(z) "**Release Effective Date**" shall have the meaning set forth in Section 3.1(d).

(aa) "**Senior Director**" shall include those employees of the Company with the Job Level of Senior Director immediately prior to the Change in Control, or such other employee who is designated as a Senior Director in the Company's human resources information system immediately prior to the Change in Control.

(bb) "**Severance Benefits**" means the payment of Change-in-Control or General (as appropriate) Severance compensation as provided in Article 3 herein.

(cc) "**Severance Weeks**" means the greater of (i) twenty-four (24) or (ii) the product of one and one half (1.5) and the number of the Executive's Years of Service; provided that the maximum number of Severance Weeks shall be fifty-two (52).

(dd) "**Specified Employee**" means any Executive described in Code Section 409A(a)(2)(B)(i).

(ee) "**Successive Period**" shall have the meaning set forth in Section 1.3.

(ff) "**Third Party Information**" shall have the meaning set forth in Section 5.1.

(gg) "**Vice President**" shall include those employees of the Company with the Job Level of VP immediately prior to the Change in Control, or such other employee who is designated as a VP in the Company's human resources information system immediately prior to the Change in Control.

(hh) "**Weekly Compensation**" means the Executive's Base Salary divided by fifty-two (52).

(ii) "**Total Payments**" shall have the meaning set forth in Article 6.

(jj) "**Work Product**" shall have the meaning set forth in Section 5.2.

(kk) "**Year of Service**" means an Executive's completed and partial calendar years of continuous service for the Company and its Affiliates (including with any predecessor thereof). Years of Service shall include time on a leave of absence to the extent required by law. Years of Service shall not include any accrued but unused paid time off benefits as of the Executive's Qualifying Termination. Service as a temporary or temporary/part-time employee will not be considered a termination or interruption of employment, but will not count toward Years of Service. Years of Service will terminate on the Executive's Qualifying Termination. An Executive who terminates employment and is rehired by the Company or an Affiliate will not receive credit for any prior Years of Service.

Article 3. Severance Benefits

3.1 Right to Severance Benefits

(a) **Change-in-Control Severance Benefits**. The Executive shall be entitled to receive from the Company Change-in-Control Severance Benefits, as described in Section 3.2 herein, if a Qualifying Termination of the Executive's employment has occurred within six (6) months immediately prior to, or two (2) years immediately following, a Change in Control of the Company.

(b) **General Severance Benefits**. The Executive shall be entitled to receive from the Company General Severance Benefits, as described in Section 3.3 herein, if a Qualifying Termination of the Executive's employment has occurred other than during the six (6) months immediately prior to, or two (2) years immediately following, a Change in Control.

(c) **No Severance Benefits**. The Executive shall not be entitled to receive Severance Benefits if the Executive's employment with the Company ends for reasons other than a Qualifying Termination.

(d) **General Release and Acknowledgement of Restrictive Covenants**. As a condition to receiving Severance Benefits under either Section 3.2 or 3.3 herein, the Executive shall be obligated to execute a general waiver and release of claims in favor of the Company, its current and former affiliates and stockholders, and the current and former directors, officers, employees, and agents of the Company in a form drafted by and acceptable to the Committee, and any revocation period for such release must have expired, in each case within sixty (60) days of the date of termination. The date upon which the executed release is no longer subject to revocation shall be referred to herein as the "Release Effective Date". The Executive must also execute a notice acknowledging the restrictive covenants in Article 5 within sixty (60) days of the date of termination. Any payments under Section 3.2 or 3.3 shall commence only after execution of the release and acknowledgement, and in the manner provided in Section 3.4. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(e) **No Duplication of Severance Benefits; Reduction of Other Benefits**. If the Executive becomes entitled to Change-in-Control Severance Benefits, the Severance Benefits provided for under Section 3.2 hereunder shall be in lieu of all other Severance Benefits provided to the Executive under the provisions of this Plan and any other Company-related severance plans, programs, or agreements including, but not limited to, the Severance Benefits under Section 3.3 herein. Likewise, if the Executive becomes entitled to General Severance Benefits, the Severance Benefits provided under Section 3.3 hereunder shall be in lieu of all other Severance Benefits provided to the Executive under the provisions of this Plan and any other Company-related severance plans, programs, or other agreements including, but not limited to, the Severance Benefits under Section 3.2 herein. Any benefits provided under this Plan will, to the extent permitted by law, be reduced by the value of any severance benefit required to be paid to the Executive under federal, state or local stature, ordinance or regulation, including any payments or extended periods of employment required to comply with any law governing plant closings, layoffs or similar events. If benefits are paid under this Plan, and, subsequent to such payment, an amount is determined to be payable to the Executive which would under the terms of this Section 3.1(e) reduce the benefit payable under the Plan, the Company shall be entitled to recover from the Executive the overpayment made under this Plan and shall, to the extent permitted by law, be

entitled to offset such overpayment against any amount owed to the Executive (other than any amount that constitutes "deferred compensation" for purposes of Code Section 409A).

3.2 Description of Change-in-Control Severance Benefits

In the event the Executive becomes entitled to receive Change-in-Control Severance Benefits, as provided in Section 3.1(a) herein, the Company shall provide the Executive with the following:

(a) A lump-sum amount, paid upon the date that is sixty (60) calendar days following the Effective Date of Termination, equal to the Executive's unpaid Base Salary, accrued vacation pay, unreimbursed business expenses, and all other items earned by and owed to the Executive through and including the Effective Date of Termination; provided that to the extent the payment of any amounts pursuant to this Section 3.2(a) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid upon the Release Effective Date. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(b) A lump-sum amount, paid upon the date that is sixty (60) calendar days following the Effective Date of Termination, equal to: (i) one and one-half (1.5) for VPs, (ii) one (1) for Senior Directors times the sum of the following: (A) the Executive's Base Salary and (B) the Executive's annual target bonus opportunity in the year of termination; provided that to the extent the payment of any amounts pursuant to this Section 3.2(b) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid upon the Release Effective Date. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(c) A lump-sum amount, paid upon the date that is sixty (60) calendar days following the Effective Date of Termination, equal to the Executive's then current target bonus opportunity established under the bonus plan in which the Executive is then participating, for the plan year in which a Qualifying Termination occurs, adjusted on a pro rata basis based on the number of days the Executive was actually employed during the bonus plan year in which the Qualifying Termination occurs; provided that to the extent the payment of any amounts pursuant to this Section 3.2(c) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid upon the Release Effective Date. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(d) Payment of all or a portion of the Executive's cost to participate in COBRA health and/or dental continuation coverage for a period equal to (i) eighteen (18) months for VPs and (ii) twelve (12) months for Senior Directors, in each case following the Executive's Effective Date of Termination, such that the Executive maintains the same coverage level and cost, on an after tax basis, as in effect immediately prior to the Executive's Effective Date of Termination.

Notwithstanding the above, these health and/or dental benefits shall be discontinued prior to the end of the stated continuation period in the event the Executive is eligible to receive substantially similar benefits from a subsequent employer, as determined solely by the Committee in good faith. For purposes of enforcing this offset provision, the Executive shall be deemed to have a duty to keep the Committee informed as to the terms and conditions of any subsequent employment and the corresponding benefits earned from such employment, and shall provide, or cause to provide, to the Committee in writing correct, complete, and timely information concerning the same.

(e) Treatment of outstanding long-term incentives shall be in accordance with the governing plan document and award agreements, if any.

3.3 Description of General Severance Benefits

In the event the Executive becomes entitled to receive General Severance Benefits as provided in Section 3.1(b) herein, the Company shall provide the Executive with the following:

(a) A lump-sum amount equal to the Executive's unpaid Base Salary, accrued vacation pay, unreimbursed business expenses, and all other items earned by and owed to the Executive through and including the Effective Date of Termination; provided that to the extent the payment of any amounts pursuant to this Section 3.3(a) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid under the Company's policies as if the Executive's employment had not terminated, but no later than sixty (60) calendar days following the Effective Date of Termination, and in any event, as of such earlier time if required by applicable law. For the avoidance of doubt, the payment of any amounts pursuant to this Section 3.3(a) that constitute "deferred compensation" for purposes of Code Section 409A shall be payable in accordance with the governing plan, program, policy agreement, or similar arrangement that applies to such "deferred compensation" amounts.

(b) A lump-sum amount, paid upon the date that is sixty (60) calendar days following the Effective Date of Termination, equal to the product of (i) the Executive's Weekly Compensation and (ii) the Executive's Severance Weeks; provided that to the extent the payment of any amounts pursuant to this Section 3.3(b) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid upon the Release Effective Date. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt

a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(c) Payment of all or a portion of the Executive's cost to participate in COBRA health and/or dental continuation coverage for a number of weeks equal to the Executive's Severance Weeks commencing upon the Executive's Effective Date of Termination, such that the Executive maintains the same coverage level and cost, on an after tax basis, as in effect immediately prior to the Executive's Effective Date of Termination.

Notwithstanding the above, these health and/or dental insurance benefits shall be discontinued prior to the end of the stated continuation period in the event the Executive is eligible to receive substantially similar benefits from a subsequent employer, as determined solely by the Committee in good faith. For purposes of enforcing this offset provision, the Executive shall be deemed to have a duty to keep the Committee informed as to the terms and conditions of any subsequent employment and the corresponding benefits earned from such employment, and shall provide, or cause to provide, to the Committee in writing correct, complete, and timely information concerning the same.

(d) Treatment of outstanding long-term incentives shall be in accordance with the governing plan document and award agreements, if any.

3.4 Coordination with Release and Delay Required by Code Section 409A

(a) To the extent any continuing benefit (or reimbursement thereof) to be provided is not "deferred compensation" for purposes of Code Section 409A, then such benefit shall commence or be made immediately after the Release Effective Date. To the extent any continuing benefit (or reimbursement thereof) to be provided is "deferred compensation" for purposes of Code Section 409A, then such benefits shall be reimbursed or commence upon the sixtieth (60) day following the Executive's termination of employment. The delayed benefits shall in any event expire at the time such benefits would have expired had the benefits commenced immediately upon the Executive's termination of employment.

(b) Notwithstanding any other payment schedule provided herein to the contrary, if the Executive is deemed on the date of termination to be a Specified Employee, then, once the release and acknowledgement required by Section 3.1(d) is executed and delivered and no longer subject to revocation, any payment that is considered deferred compensation under Code Section 409A payable on account of a "separation from service" shall be made on the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (B) the date of the Executive's death (the "Delay Period") to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 3.4(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to the Executive in a lump sum, and any

remaining payments due under this Plan shall be paid or provided in accordance with the normal payment dates specified for them herein.

Article 4. Ineligibility

4.1 Comparable Position

Subject to the provisions of Article(2)(y)(i)(B), the Company may offer, or cause to be offered, an Executive a comparable position, may require an Executive to apply for a comparable position with the Company, any Affiliate or Clearway Energy Group LLC, or a successor of the Company, any Affiliate or Clearway Energy Group LLC, or may promote an Executive to a new position or undertake a reclassification of an Executive's current position. The Committee shall determine, in its sole and reasonable discretion, what constitutes a comparable position under this Section 4.1. The failure of the Executive to accept the position, or apply for the position when required by the Company will render the Executive ineligible for benefits under this Plan.

4.2 Other Circumstances

Unless otherwise determined by the Committee, an Executive shall also be ineligible for benefits under this Plan if the Executive:

(a) voluntarily terminates employment or retires prior to the Qualifying Termination;

(b) is receiving long-term Disability benefits;

(c) is entitled to any other compensation or benefit which is determined, in the Committee's sole discretion, to supersede the Severance Benefits offered under this Plan;

(d) was discharged for Cause; and

(e) was offered employment by a successor employer or by a purchaser in the event of a spin-off or sale of a subsidiary, business unit or business assets of the Company or its subsidiaries, whether or not the Executive accepts or declines the offer of employment.

Article 5. Restrictive Covenants

In the event the Executive becomes entitled to receive Change-in-Control Severance Benefits as provided in Section 3.2 herein or General Severance Benefits as provided in Section 3.3 herein, the following shall apply:

5.1 Confidential Information

The Executive acknowledges that the information, observations, and data (including trade secrets) obtained by him or her while employed by the Company concerning the business or affairs of the Company or any of its affiliates ("Confidential Information") are the property of the Company or such affiliate. Therefore, except in the course of the Executive's duties to the

Company or as may be compelled by law or appropriate legal process, the Executive agrees that he or she shall not disclose to any person or entity or use for his or her own purposes any Confidential Information or any confidential or proprietary information of other persons or entities in the possession of the Company and its affiliates ("Third Party Information"), without the prior written consent of the Board, unless and to the extent that the Confidential Information or Third Party Information becomes generally known to and available for use by the public other than as a result of the Executive's acts or omissions. Except in the course of the Executive's duties to the Company or as may be compelled by law or appropriate legal process, the Executive will not, during his or her employment with the Company, or permanently thereafter, directly or indirectly use, divulge, disseminate, disclose, lecture upon, or publish any Confidential Information, without having first obtained written permission from the Board to do so. As of the Effective Date of Termination, the Executive shall deliver to the Company, or at any other time the Company may reasonably request, all memoranda, notes, plans, records, reports, computer files, disks and tapes, printouts and software and other documents and data (and copies thereof) embodying or relating to Third Party Information, Confidential Information, or the business of the Company, or its affiliates which he or she may then possess or have under his or her control. In addition, the Executive is hereby advised that in accordance with the Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5.2 Intellectual Property, Inventions, and Patents

The Executive acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, trade secrets, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Confidential Information), and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which may relate to the Company's or any of its affiliates' actual or anticipated business, research and development, or existing or future products or services and which are conceived, developed, or made by the Executive (whether alone or jointly with others) while employed by the Company and its affiliates ("Work Product"), belong to the Company or such affiliate. The Executive shall promptly disclose such Work Product to the Board and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after the Executive's employment with the Company) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney, and other instruments). The Executive acknowledges that all applicable Work Product shall be deemed to constitute "works made for hire" under the U.S. Copyright Act of 1976, as amended. To the extent any Work Product is not deemed a work made for hire, then the Executive hereby assigns to the Company or such affiliate all right, title, and interest in and to such Work Product, including all related intellectual property rights.

The Executive is hereby advised that the above paragraph regarding the Company's and its affiliates' ownership of Work Product does not apply to any invention for which no equipment, supplies, facilities, or trade secret information of the Company or any affiliate was used and which was developed entirely on the Executive's own time, unless: (i) the invention relates to the business

of the Company or any affiliate or to the Company's or any affiliate's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by the Executive for the Company or any affiliate.

5.3 Nonsolicitation

During the Executive's employment with the Company and for one (1) year thereafter (the "Nonsolicitation Period"), the Executive shall not directly or indirectly through another person or entity: (i) induce or attempt to induce any employee of the Company or any of its affiliates to leave the employ of the Company or such affiliate, or in any way interfere with the relationship between the Company or any affiliate and any employee thereof; (ii) hire any person who was an employee of the Company or any affiliate during the last six (6) months of the Executive's employment with the Company; or (iii) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee, or other business relation of the Company or any affiliate to cease doing business with the Company or such affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee, or business relation and the Company or any affiliate (including, without limitation, making any negative or disparaging statements or communications regarding the Company or its affiliates).

5.4 Nondisparagement

During the Nonsolicitation Period, the Executive shall not disparage the Company, its subsidiaries and parents, and their respective officers, managers and employees, or make any public statement (whether written or oral) reflecting negatively on the Company, its subsidiaries and parents, and their respective officers, managers, and employees, including, but not limited to, any matters relating to the operation or management of the Company, irrespective of the truthfulness or falsity of such statement, except as may otherwise be required by applicable law or compelled by process of law. By way of example and not limitation, the Executive agrees that he or she will not make any written or oral statements that cast in a negative light the services, qualifications, business operations or business ethics of the Company or its employees. During the Nonsolicitation Period, the Company shall not disparage the Executive, or make any public statement (whether written or oral) reflecting negatively on the Executive, including, but not limited to, any matters relating to the operation or management of the Company, irrespective of the truthfulness or falsity of such statement, except as may otherwise be required by applicable law or compelled by process of law. Nothing in this Section 5.4 shall restrict either party's ability to: (i) consult with counsel, (ii) make truthful statements under oath or to a government agency or official, or (iii) take any legal action with respect to his or her employment or termination of employment with the Company.

5.5 Duration, Scope, or Area

If, at the time of enforcement of this Article 5, a court shall hold that the duration, scope, or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or area reasonable under such circumstances shall be substituted for the stated duration, scope, or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope, and area permitted by law.

Section 5.3 shall not apply to any Executive whose principal work location for the Company at the time of termination was in the State of California.

5.6 Company Enforcement

In the event of a breach or a threatened breach by the Executive of any of the provisions of this Article 5, the Company would suffer irreparable harm, and in addition and supplementary to other rights and remedies existing in its favor, the Company shall, in addition to any recovery of monetary amounts, including any severance amounts provided hereunder, be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).

Article 6. Certain Change in Control Payments

Notwithstanding any provision of the Plan to the contrary, if any payments or benefits an Executive would receive from the Company under the Plan or otherwise in connection with the Change in Control (the "Total Payments") (a) constitute "parachute payments" within the meaning of Code Section 280G, and (b) but for this Article 6, would be subject to the excise tax imposed by Code Section 4999, then such Executive will be entitled to receive either (i) the full amount of the Total Payments or (ii) a portion of the Total Payments having a value equal to One Dollar ($1) less than three (3) times such individual's "base amount" (as such term is defined in Code Section 280G(b)(3)(A)), whichever of (i) and (ii), after taking into account applicable federal, state, and local income taxes and the excise tax imposed by Code Section 4999, results in the receipt by such employee on an after-tax basis, of the greatest portion of the Total Payments. Any determination required under this Article 6 shall be made in writing by the Company's independent certified public accountants appointed prior to any change in ownership (as defined under Code Section 280G(b)(2)) or tax counsel selected by such accountants (the "Accountants"), whose determination shall be conclusive and binding for all purposes upon the applicable Executive. For purposes of making the calculations required by this Article 6, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Code Sections 280G and 4999. If there is a reduction pursuant to this Article 6 of the Total Payments to be delivered to the applicable Executive, the payment reduction contemplated by the preceding sentence shall be implemented by determining the Parachute Payment Ratio (as defined below) for each "parachute payment" and then reducing the "parachute payments" in order beginning with the "parachute payment" with the highest Parachute Payment Ratio. For "parachute payments" with the same Parachute Payment Ratio, such "parachute payments" shall be reduced based on the time of payment of such "parachute payments," with amounts having later payment dates being reduced first. For "parachute payments" with the same Parachute Payment Ratio and the same time of payment, such "parachute payments" shall be reduced on a pro rata basis (but not below zero) prior to reducing "parachute payments" with a lower Parachute Payment Ratio. For purposes hereof, the term "Parachute Payment Ratio" shall mean a fraction the numerator of which is the value of the applicable "parachute payment" for purposes of Code Section 280G and the denominator of which is the actual present value of such payment.

Article 7. Legal Fees and Notice

7.1 Payment of Legal Fees

Except as otherwise agreed to by the parties, the Company shall pay the Executive for costs of litigation or other disputes including, without limitation, reasonable attorneys' fees incurred by the Executive in asserting any claims or defenses under this Plan, except that the Executive shall bear his or her own costs of such litigation or disputes (including, without limitation, attorneys' fees) if the court (or arbitrator) finds in favor of the Company with respect to any claims or defenses asserted by the Executive.

7.2 Notice

Any notices, requests, demands, or other communications provided for by this Plan shall be sufficient if in writing and if sent by registered or certified mail to the Executive at the last address he or she has filed in writing with the Company or, in the case of the Company, at its principal offices.

Article 8. Successors and Assignment

8.1 Successors to the Company

The Company shall require any successor (whether direct or indirect, by purchase, merger, reorganization, consolidation, acquisition of property or stock, liquidation, or otherwise) of all or a significant portion of the assets of the Company by agreement, in form and substance satisfactory to the Executive, to expressly assume and agree to perform under this Plan in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Regardless of whether such agreement is executed, the terms of this Plan shall be binding upon any successor in accordance with the operation of law and such successor shall be deemed the "Company" for purposes of this Plan.

8.2 Assignment by the Executive

This Plan shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If the Executive dies while any amount would still be payable to him or her hereunder had he or she continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to the Executive's Beneficiary. If the Executive has not

named a Beneficiary, then such amounts shall be paid to the Executive in accordance with the Company's regular payroll practices or to the Executive's estate, as applicable.

Article 9. Miscellaneous

9.1 Employment Status

Except as may be provided under any other agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and may be terminated by either the Executive or the Company at any time, subject to applicable law.

9.2 Code Section 409A

(a) All expenses or other reimbursements under this Plan shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive (provided that if any such reimbursements constitute taxable income to the Executive, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

(b) For purposes of Code Section 409A, the Executive's right to receive any installment payment pursuant to this Plan shall be treated as a right to receive a series of separate and distinct payments.

(c) Whenever a payment under this Plan specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Committee.

(d) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Plan providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Plan, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

(e) Notwithstanding any other provision of this Plan to the contrary, in no event shall any payment under this Plan that constitutes "deferred compensation" for purposes of Code Section 409A be subject to offset unless otherwise permitted by Code Section 409A.

(f) Notwithstanding any provisions in this Plan to the contrary, whenever a payment under this Plan may be made upon the Release Effective Date, and the period in which the Executive could adopt the release (along with its accompany revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

9.3 Entire Plan

This Plan supersedes any prior agreements or understandings, oral or written, between the parties hereto, with respect to the subject matter hereof, and constitutes the entire agreement of the parties with respect thereto. Without limiting the generality of the foregoing sentence, this Plan completely supersedes any and all prior employment agreements entered into by and between the Company and the Executive, and all amendments thereto, in their entirety. Notwithstanding the foregoing, if the Executive has entered into any agreements or commitments with the Company with regard to Confidential Information, noncompetition, nonsolicitation, or nondisparagement, such agreements or commitments will remain valid and will be read in harmony with this Plan to provide maximum protection to the Company.

9.4 Severability

In the event that any provision or portion of this Plan shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Plan shall be unaffected thereby and shall remain in full force and effect.

9.5 Tax Withholding

The Company may withhold from any benefits payable under this Plan all federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

9.6 Beneficiaries

The Executive may designate one (1) or more persons or entities as the primary and/or contingent beneficiaries of any amounts to be received under this Plan. Such designation must be in the form of a signed writing acceptable to the Board or the Board's designee. The Executive may make or change such designation at any time.

9.7 Payment Obligation Absolute

The Company's obligation to make the payments provided for herein shall be absolute and unconditional, and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment, defense, or other right which the Company may have against the Executive or anyone else.

The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made under any provision of this Plan, and except as provided in Article 3 of this Plan, the obtaining of any such other employment shall in no event effect any reduction of the Company's obligations to make the payments and arrangements required to be made under this Plan.

9.8 Contractual Rights to Benefits

Subject to approval and ratification by the Board, this Plan establishes and vests in the Executive a contractual right to the benefits to which he or she is entitled hereunder. However, nothing herein contained shall require or be deemed to require, or prohibit or be deemed to prohibit,

the Company to segregate, earmark, or otherwise set aside any funds or other assets, in trust or otherwise, to provide for any payments to be made or required hereunder.

9.9 Modification

No provision of this Plan may be modified, waived, or discharged with respect to any particular Executive unless such modification, waiver, or discharge is agreed to in writing and signed by such Executive and by an authorized member of the Committee, or by the respective parties' legal representatives and successors; provided, however, that the Committee may unilaterally amend this Plan without the Executive's consent if such amendment does not materially adversely alter or impair in any significant manner any rights or obligations of the Executive under the Plan.

9.10 Gender and Number

Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural.

9.11 Applicable Law

To the extent not preempted by the laws of the United States, the laws of the state of New Jersey shall be the controlling law in all matters relating to this Plan.

Clearway Energy, Inc.

Executive Change-in-Control and General Severance Plan

(Amended and Restated as of January 1, 2022)

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Clearway Energy, Inc.
Executive Change-in-Control
and General Severance Plan

Article 1. Establishment and Term of the Plan

1.1 Establishment of the Plan

Clearway Energy, Inc. (hereinafter referred to as the "Company") originally adopted this plan known as the "Executive Change-in-Control and General Severance Plan" (the "Plan") effective January 1, 2017. The Plan was amended and restated by the Company as of January 1, 2018, again as of January 1, 2019, February 18, 2020 and January 1, 2021, and is hereby further amended and restated as of January 1, 2022. The Plan provides Severance Benefits (as defined below) to Senior Vice Presidents and Executive Vice Presidents of the Company (each an "Executive" and collectively the "Executives") upon certain terminations of employment from the Company.

The Board of Directors of the Company (the "Board") considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its stockholders. In this connection, the Board recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control (as defined below) may arise and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders.

Accordingly, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management to their assigned duties without distraction in circumstances arising from the possibility of a Change in Control of the Company.

1.2 Initial Term

This Plan commenced on January 1, 2017 (the "Effective Date") and continued in effect for a period of three (3) years (the "Initial Term").

1.3 Successive Periods

Following completion of the Initial Term, the term of this Plan shall automatically be extended for one (1) additional year at the end of the Initial Term, and then again after each successive one (1) year period thereafter (each such one (1) year period following the Initial Term is referred to as a "Successive Period"). However, the Committee (as defined below) may terminate this Plan at the end of the Initial Term, or at the end of any Successive Period thereafter, by causing the Company to provide the Executives written notice of intent to terminate the Plan, delivered at least six (6) months prior to the end of such Initial Term or Successive Period. If such notice is properly delivered by the Company, this Plan, along with all corresponding rights, duties, and covenants, shall automatically expire at the end of the Initial Term or Successive Period then in progress.

1.4 Change-in-Control Renewal

Notwithstanding the provisions of Section 1.3 above, in the event that a Change in Control of the Company occurs during the Initial Term or any Successive Period, upon the effective date of such Change in Control, the term of this Plan shall automatically and irrevocably be renewed for a period of two (2) years from the effective date of such Change in Control. Further, this Plan shall be assigned to the successor in such Change in Control, as further provided in Article 8 herein. This Plan shall thereafter automatically terminate following such two (2) year Change-in-Control renewal period; provided that such termination shall not affect or diminish the rights of the Executives who become entitled to benefits or payments under this Plan.

Article 2. Definitions

Whenever used in this Plan, the following terms shall have the meanings set forth below and, when the meaning is intended, the initial letter of the word is capitalized.

(a) "**Accountants**" shall have the meaning set forth in Article 6.

(b) "**Affiliate**" means (i) any subsidiary corporation of the Company (or its successors), (ii) any corporation, trade or business (including, without limitation, a partnership or limited liability company) which is directly or indirectly controlled fifty percent (50%) or more (whether by ownership of stock, assets or an equivalent ownership interest or voting interest) by the Company (or its successors), or (iii) any other entity (including its successors) which is designated as an Affiliate by the Board.

(c) "**Base Salary**" means the greater of the Executive's annual rate of salary, whether or not deferred, at: (i) the Effective Date of Termination or (ii) at the date of the Change in Control.

(d) "**Beneficiary**" means the persons or entities designated or deemed designated by the Executive pursuant to Section 9.6 herein.

(e) "**Board**" shall have the meaning set forth in Section 1.1.

(f) "**Cause**" means, as to any Executive (i) "Cause", as defined in any employment, consulting or similar agreement between the Executive and the Company or an Affiliate in effect at the time of the Executive's separation, or (ii) in the absence of any such employment, consulting or similar agreement (or the absence of any definition of "Cause" contained therein), the occurrence of any of the following:

(i) the Executive's willful misconduct or gross negligence in the performance of the Executive's duties to the Company or an Affiliate that has or could reasonably be expected to have an adverse effect on the Company or an Affiliate;

(ii) the Executive's willful failure to perform the Executive's duties to the Company or an Affiliate (other than as a result of death or a physical or mental incapacity);

(iii) indictment for, conviction of, or pleading of guilty or nolo contendere to, a felony or any crime involving moral turpitude;

(iv) the Executive's performance of any material act of theft, fraud, malfeasance or dishonesty in connection with the performance of the Executive's duties to the Company or an Affiliate;

(v) breach of any written agreement between the Executive and the Company or an Affiliate, or a violation of the Company's code of conduct or other written policy; or

(vi) any other material breach of Article 5 of this Plan.

For purposes of this Plan, there shall be no termination for Cause pursuant to subsections (i) through (vi) above, unless a written notice, containing a detailed description of the grounds constituting Cause hereunder, is delivered to the Executive stating the basis for the termination. Upon receipt of such notice, the Executive shall be given thirty (30) days to fully cure and remedy the neglect or conduct that is the basis of such claim; provided that the Executive's right to cure shall not apply if there are egregious, habitual or repeated breaches by the Executive or if the condition or act is not curable.

(g) "**Change-in-Control Severance Benefits**" means the Severance Benefits described in Section 3.2.

(h) "**Change in Control**" means the first to occur of any of the following events:

(i) Any "person" (as that term is used in Sections 13 and 14(d)(2) of the Securities Exchange Act of 1934 ("Exchange Act")) other than Clearway Energy Group LLC or one of its subsidiaries or affiliates (A) becomes the "beneficial owner" (as that term is used in Section 13(d) of the Exchange Act), directly or indirectly, of fifty percent (50%) or more of either (x) the Company's then-outstanding common stock ("Outstanding Common Stock"), or (y) the Company's then-outstanding capital stock entitled to vote in the election of directors ("Outstanding Voting Stock"), excluding any "person" who becomes a "beneficial owner" in connection with a Business Combination (as defined in paragraph (iii) below) which does not constitute a Change in Control under said paragraph (iii); or (B) obtains the power to, directly or indirectly, vote or cause to be voted fifty percent (50%) or more of the Company's capital stock entitled to vote in the election of directors, including by contract or through proxy; or

(ii) Persons who on the Effective Date constitute the Board (the "Incumbent Directors") cease for any reason, including without limitation, as a result of a tender offer, proxy contest, merger, or similar transaction, to constitute at least a majority thereof; provided that any person becoming a director of the

Company subsequent to the Effective Date shall be considered an Incumbent Director if such person's election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors; but provided further, that any such person whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of members of the Board or other actual or threatened solicitation of proxies or consents by or on behalf of a "person" (as defined in Sections 13(d) and 14(d) of the Exchange Act) other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director; or

(iii) Consummation of a reorganization, merger, consolidation, or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless, following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners, respectively, of Outstanding Common Stock and the combined voting power of Outstanding Voting Stock immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the then outstanding shares of common stock and voting securities entitled to vote generally in the election of directors, as the case may be, of the company resulting from such Business Combination (including, without limitation, a company which, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Common Stock and Outstanding Voting Stock of the Company; or

(iv) The stockholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company.

(i) "**Code**" means the Internal Revenue Code of 1986, as amended, and the treasury regulations and other official guidance promulgated thereunder.

(j) "**Committee**" means the Compensation Committee of the Board or any other committee appointed by the Board to perform the functions of the Compensation Committee.

(k) "**Company**" means Clearway Energy, Inc., a Delaware corporation, or any successor thereto as provided in Section 8.1 herein.

(l) "**Confidential Information**" shall have the meaning set forth in Section 5.1.

(m) "**Delay Period**" shall have the meaning set forth in Section 3.4(b).

(n) "**Disability**" means a disability that would entitle an Executive to payment of monthly disability payments under any Company long-term disability plan.

(o) "**Effective Date**" means the commencement date of this Plan as specified in Section 1.2 of this Plan.

(p) "**Effective Date of Termination**" means the date on which a Qualifying Termination occurs which triggers the payment of Severance Benefits hereunder.

(q) "**Executive**" shall have the meaning set forth in Section 1.1.

(r) "**Executive Vice President**" shall include those employees of the Company with the Job Level of EVP immediately prior to the Change in Control, or such other employee who is designated as an EVP in the Company's human resources information system immediately prior to the Change in Control other than the CEO.

(s) "**General Severance Benefits**" means the Severance Benefits described in Section 3.3.

(t) "**Good Reason**" means without the Executive's express written consent the occurrence of any one or more of the following:

(i) The Company reduces the amount of the Executive's then current Base Salary or target total compensation by more than fifteen percent (15%), excluding across-the-board reductions to the Executive's then current Base Salary or annual bonus target pursuant to a compensation reduction program that applies to substantially all similarly situated executives of the Company; provided that, if any reduction of Base Salary or target total compensation occurs during the thirty (30)-month period described in Article 2(z)(i) (without regard to whether the reduction applies on an across-the-board basis as described above), then such reduction shall be deemed to constitute Good Reason at the time of the Change in Control or thereafter, as applicable, for purposes of the Plan; or

(ii) A material reduction in the Executive's benefits under, or relative level of participation in, the Company's employee benefit or retirement plans, policies, practices, or arrangements in which the Executive participates as of the Effective Date of this Plan, or as of the commencement of Executive's participation in this Plan, as applicable; or

(iii) A material diminution in the Executive's title, authority, duties, or responsibilities or the assignment of duties to the Executive which are materially inconsistent with his or her position; or

(iv) Any relocation of the Executive's principal place of employment to a location that is more than fifty (50) miles from the Executive's place of employment as of the Effective Date of this Plan, or as of the commencement of the Executive's participation in this Plan, as applicable, but only if such new location is not closer to the Executive's primary residence; or

(v) The failure of the Company to obtain in writing the obligation to perform or be bound by the terms of this Plan by any successor to the Company or a purchaser of all or substantially all of the assets of the Company within fifteen (15) days after a merger, consolidation, sale, or similar transaction.

For purposes of this Plan, the Executive is not entitled to assert that his or her termination is for Good Reason unless the Executive gives the Board written notice of the event or events which are the basis for such claim within ninety (90) days after the event or events occur, describing such claim in reasonably sufficient detail to allow the Board to address the event or events and a period of not less than thirty (30) days after to cure or fully remedy the alleged condition.

(u) "**Initial Term**" shall have the meaning set forth in Section 1.2.

(v) "**Noncompete Period**" shall have the meaning set forth in Section 5.3.

(w) "**Notice of Termination**" means a written notice which shall indicate the specific termination provision in this Plan relied upon, and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(x) "**Parachute Payment Ratio**" shall have the meaning set forth in Article 6.

(y) "**Plan**" shall have the meaning set forth in Section 1.1.

(z) "**Qualifying Termination**" means:

(i) If such event occurs within the time period that is six (6) months immediately prior to, or two (2) years immediately following a Change in Control:

(A) An involuntary termination of the Executive's employment by the Company for reasons other than Cause, death, or Disability pursuant to a Notice of Termination delivered to the Executive by the Company; or

(B) A voluntary termination by the Executive for Good Reason pursuant to a Notice of Termination delivered to the Company by the Executive; or

(ii) If such event occurs at any other time:

(A) An involuntary termination of the Executive's employment by the Company for reasons other than Cause, death, or Disability pursuant to a Notice of Termination delivered to the Executive by the Company.

(aa) "**Release Effective Date**" shall have the meaning set forth in Section 3.1(d).

(bb) "**Senior Vice President**" shall include those employees of the Company with the Job Level of SVP immediately prior to the Change in Control, or such other employee who is designated as an SVP in the Company's human resources information system immediately prior to the Change in Control.

(cc) "**Severance Benefits**" means the payment of Change-in-Control or General (as appropriate) Severance compensation as provided in Article 3 herein.

(dd) "**Specified Employee**" means any Executive described in Code Section 409A(a)(2)(B)(i).

(ee) "**Successive Period**" shall have the meaning set forth in Section 1.3.

(ff) "**Third Party Information**" shall have the meaning set forth in Section 5.1.

(gg) "**Total Payments**" shall have the meaning set forth in Article 6.

(hh) "**Work Product**" shall have the meaning set forth in Section 5.2.

Article 3. Severance Benefits

3.1 Right to Severance BenefitsChange-in-Control Severance Benefits. The Executive shall be entitled to receive from the Company Change-in-Control Severance Benefits, as described in Section 3.2 herein, if a Qualifying Termination of the Executive's employment has occurred within six (6) months immediately prior to, or two (2) years immediately following, a Change in Control of the Company.

(b) General Severance Benefits. The Executive shall be entitled to receive from the Company General Severance Benefits, as described in Section 3.3 herein, if a Qualifying Termination of the Executive's employment has occurred other than during the six (6) months immediately prior to, or two (2) years immediately following, a Change in Control.

(c) No Severance Benefits. The Executive shall not be entitled to receive Severance Benefits if the Executive's employment with the Company ends for reasons other than a Qualifying Termination.

(d) General Release and Acknowledgement of Restrictive Covenants. As a condition to receiving Severance Benefits under either Section 3.2 or 3.3 herein, the Executive shall be obligated to execute a general waiver and release of claims in favor of the Company, its current and former affiliates and stockholders, and the current and former directors, officers, employees, and agents of the Company in a form drafted by and acceptable to the Committee, and any revocation period for such release must have expired, in each case within sixty (60) days of the date of termination. The date upon which the executed release is no longer subject to revocation shall be referred to herein as the "Release Effective Date". The Executive must also execute a notice acknowledging the restrictive covenants in Article 5 within sixty (60) days of the date of termination. Any payments under

Section 3.2 or 3.3 shall commence only after execution of the release and acknowledgement, and in the manner provided in Section 3.4. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(e) **No Duplication of Severance Benefits; Reduction of Other Benefits**. If the Executive becomes entitled to Change-in-Control Severance Benefits, the Severance Benefits provided for under Section 3.2 hereunder shall be in lieu of all other Severance Benefits provided to the Executive under the provisions of this Plan and any other Company-related severance plans, programs, or agreements including, but not limited to, the Severance Benefits under Section 3.3 herein. Likewise, if the Executive becomes entitled to General Severance Benefits, the Severance Benefits provided under Section 3.3 hereunder shall be in lieu of all other Severance Benefits provided to the Executive under the provisions of this Plan and any other Company-related severance plans, programs, or other agreements including, but not limited to, the Severance Benefits under Section 3.2 herein. Any benefits provided under this Plan will, to the extent permitted by law, be reduced by the value of any severance benefit required to be paid to the Executive under federal, state or local stature, ordinance or regulation, including any payments or extended periods of employment required to comply with any law governing plant closings, layoffs or similar events. If benefits are paid under this Plan, and, subsequent to such payment, an amount is determined to be payable to the Executive which would under the terms of this Section 3.1(e) reduce the benefit payable under the Plan, the Company shall be entitled to recover from the Executive the overpayment made under this Plan and shall, to the extent permitted by law, be entitled to offset such overpayment against any amount owed to the Executive (other than any amount that constitutes "deferred compensation" for purposes of Code Section 409A).

3.2 Description of Change-in-Control Severance Benefits

In the event the Executive becomes entitled to receive Change-in-Control Severance Benefits, as provided in Section 3.1(a) herein, the Company shall provide the Executive with the following:

(a) A lump-sum amount, paid upon the date that is sixty (60) calendar days following the Effective Date of Termination, equal to the Executive's unpaid Base Salary, accrued vacation pay, unreimbursed business expenses, and all other items earned by and owed to the Executive through and including the Effective Date of Termination; provided that to the extent the payment of any amounts pursuant to this Section 3.2(a) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid upon the Release Effective Date. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(b) A lump-sum amount, paid upon the date that is sixty (60) calendar days following the Effective Date of Termination, equal to: (i) two and ninety-nine one-hundredths (2.99) for EVPs, or (ii) two (2) for SVPs times the sum of the following: (A) the Executive's Base Salary and (B) the Executive's annual target bonus opportunity in the year of termination; provided that to the extent the payment of any amounts pursuant to this Section 3.2(b) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid upon the Release Effective Date. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(c) A lump-sum amount, paid upon the date that is sixty (60) calendar days following the Effective Date of Termination, equal to the Executive's then current target bonus opportunity established under the bonus plan in which the Executive is then participating, for the plan year in which a Qualifying Termination occurs, adjusted on a pro rata basis based on the number of days the Executive was actually employed during the bonus plan year in which the Qualifying Termination occurs; provided that to the extent the payment of any amounts pursuant to this Section 3.2(c) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid upon the Release Effective Date. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(d) Payment of all or a portion of the Executive's cost to participate in COBRA health and/or dental continuation coverage for a period of eighteen (18) months following the Executive's Effective Date of Termination, such that the Executive maintains the same coverage level and cost, on an after tax basis, as in effect immediately prior to the Executive's Effective Date of Termination.

Notwithstanding the above, these health and/or dental benefits shall be discontinued prior to the end of the stated continuation period in the event the Executive is eligible to receive substantially similar benefits from a subsequent employer, as determined solely by the Committee in good faith. For purposes of enforcing this offset provision, the Executive shall be deemed to have a duty to keep the Committee informed as to the terms and conditions of any subsequent employment and the corresponding benefits earned from such employment, and shall provide, or cause to provide, to the Committee in writing correct, complete, and timely information concerning the same.

(e) Treatment of outstanding long-term incentives shall be in accordance with the governing plan document and award agreements, if any.

3.3 Description of General Severance Benefits

In the event the Executive becomes entitled to receive General Severance Benefits as provided in Section 3.1(b) herein, the Company shall provide the Executive with the following:

(a) A lump-sum amount equal to the Executive's unpaid Base Salary, accrued vacation pay, unreimbursed business expenses, and all other items earned by and owed to the Executive through and including the Effective Date of Termination; provided that to the extent the payment of any amounts pursuant to this Section 3.3(a) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid under the Company's policies as if the Executive's employment had not terminated, but no later than sixty (60) calendar days following the Effective Date of Termination, and in any event, as of such earlier time if required by applicable law. For the avoidance of doubt, the payment of any amounts pursuant to this Section 3.3(a) that constitute "deferred compensation" for purposes of Code Section 409A shall be payable in accordance with the governing plan, program, policy agreement, or similar arrangement that applies to such "deferred compensation" amounts.

(b) A lump-sum amount, paid upon the date that is sixty (60) calendar days following the Effective Date of Termination, equal to one and one-half (1.5) times the Executive's Base Salary; provided that to the extent the payment of any amounts pursuant to this Section 3.3(b) does not constitute "deferred compensation" for purposes of Code Section 409A, such amounts shall be paid upon the Release Effective Date. Notwithstanding the foregoing, in any instance in which the period in which the Executive could adopt a release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

(c) Payment of all or a portion of the Executive's cost to participate in COBRA health and/or dental continuation coverage for a period of eighteen (18) months following the Executive's Effective Date of Termination, such that the Executive maintains the same coverage level and cost, on an after tax basis, as in effect immediately prior to the Executive's Effective Date of Termination.

Notwithstanding the above, these health and/or dental insurance benefits shall be discontinued prior to the end of the stated continuation period in the event the Executive is eligible to receive substantially similar benefits from a subsequent employer, as determined solely by the Committee in good faith. For purposes of enforcing this offset provision, the Executive shall be deemed to have a duty to keep the Committee informed as to the terms and conditions of any subsequent employment and the corresponding benefits earned from such employment, and shall provide, or cause to provide, to the Committee in writing correct, complete, and timely information concerning the same.

(d) Treatment of outstanding long-term incentives shall be in accordance with the governing plan document and award agreements, if any.

3.4 Coordination with Release and Delay Required by Code Section 409A

(a) To the extent any continuing benefit (or reimbursement thereof) to be provided is not "deferred compensation" for purposes of Code Section 409A, then such benefit shall commence or be made immediately after the Release Effective Date. To the extent any continuing benefit (or reimbursement thereof) to be provided is "deferred compensation" for purposes of Code Section 409A, then such benefits shall be reimbursed or commence upon the sixtieth (60) day following the Executive's termination of employment. The delayed benefits shall in any event expire at the time such benefits would have expired had the benefits commenced immediately upon the Executive's termination of employment.

(b) Notwithstanding any other payment schedule provided herein to the contrary, if the Executive is deemed on the date of termination to be a Specified Employee, then, once the release and acknowledgement required by Section 3.1(d) is executed and delivered and no longer subject to revocation, any payment that is considered deferred compensation under Code Section 409A payable on account of a "separation from service" shall be made on the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (B) the date of the Executive's death (the "Delay Period") to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 3.4(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to the Executive in a lump sum, and any remaining payments due under this Plan shall be paid or provided in accordance with the normal payment dates specified for them herein.

Article 4. Ineligibility

4.1 Comparable Position

Subject to the provisions of Article 2(z)(i)(B), the Company may offer, or cause to be offered, an Executive a comparable position, may require an Executive to apply for a comparable position with the Company, any Affiliate or Clearway Energy Group LLC, or a successor of the Company, any Affiliate or Clearway Energy Group LLC, or may promote an Executive to a new position or undertake a reclassification of an Executive's current position. The Committee shall determine, in its sole and reasonable discretion, what constitutes a comparable position under this Section 4.1. The failure of the Executive to accept the position, or apply for the position when required by the Company will render the Executive ineligible for benefits under this Plan.

4.2 Other Circumstances

Unless otherwise determined by the Committee, an Executive shall also be ineligible for benefits under this Plan if the Executive:

(a) voluntarily terminates employment or retires prior to the Qualifying Termination;

(b) is receiving long-term Disability benefits;

(c) is entitled to any other compensation or benefit which is determined, in the Committee's sole discretion, to supersede the Severance Benefits offered under this Plan;

(d) was discharged for Cause; and

(e) was offered employment by a successor employer or by a purchaser in the event of a spin-off or sale of a subsidiary, business unit or business assets of the Company or its subsidiaries, whether or not the Executive accepts or declines the offer of employment.

Article 5. Restrictive Covenants

In the event the Executive becomes entitled to receive Change-in-Control Severance Benefits as provided in Section 3.2 herein or General Severance Benefits as provided in Section 3.3 herein, the following shall apply:

5.1 Confidential Information

The Executive acknowledges that the information, observations, and data (including trade secrets) obtained by him or her while employed by the Company concerning the business or affairs of the Company or any of its affiliates ("Confidential Information") are the property of the Company or such affiliate. Therefore, except in the course of the Executive's duties to the Company or as may be compelled by law or appropriate legal process, the Executive agrees that he or she shall not disclose to any person or entity or use for his or her own purposes any Confidential Information or any confidential or proprietary information of other persons or entities in the possession of the Company and its affiliates ("Third Party Information"), without the prior written consent of the Board, unless and to the extent that the Confidential Information or Third Party Information becomes generally known to and available for use by the public other than as a result of the Executive's acts or omissions. Except in the course of the Executive's duties to the Company or as may be compelled by law or appropriate legal process, the Executive will not, during his or her employment with the Company, or permanently thereafter, directly or indirectly use, divulge, disseminate, disclose, lecture upon, or publish any Confidential Information, without having first obtained written permission from the Board to do so. As of the Effective Date of Termination, the Executive shall deliver to the Company, or at any other time the Company may reasonably request, all memoranda, notes, plans, records, reports, computer files, disks and tapes, printouts and software and other documents and data (and copies thereof) embodying or relating to Third Party Information, Confidential Information, or the business of the Company, or its affiliates which he or she may then possess or have under his or her control. In addition, the Executive is hereby advised that in accordance with the Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5.2 Intellectual Property, Inventions, and Patents

The Executive acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, trade secrets, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Confidential Information), and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which may relate to the Company's or any of its affiliates' actual or anticipated business, research and development, or existing or future products or services and which are conceived, developed, or made by the Executive (whether alone or jointly with others) while employed by the Company and its affiliates ("Work Product"), belong to the Company or such affiliate. The Executive shall promptly disclose such Work Product to the Board and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after the Executive's employment with the Company) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney, and other instruments). The Executive acknowledges that all applicable Work Product shall be deemed to constitute "works made for hire" under the U.S. Copyright Act of 1976, as amended. To the extent any Work Product is not deemed a work made for hire, then the Executive hereby assigns to the Company or such affiliate all right, title, and interest in and to such Work Product, including all related intellectual property rights.

The Executive is hereby advised that the above paragraph regarding the Company's and its affiliates' ownership of Work Product does not apply to any invention for which no equipment, supplies, facilities, or trade secret information of the Company or any affiliate was used and which was developed entirely on the Executive's own time, unless: (i) the invention relates to the business of the Company or any affiliate or to the Company's or any affiliate's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by the Executive for the Company or any affiliate.

5.3 Noncompete

In further consideration of the compensation to be paid to the Executive hereunder, the Executive acknowledges that during the course of his or her employment with the Company and its affiliates he or she shall become familiar with the Company's trade secrets and with other Confidential Information concerning the Company and its affiliates and that his or her services shall be of special, unique, and extraordinary value to the Company and its affiliates, and therefore, the Executive agrees that, during the Executive's employment with the Company and for one (1) year thereafter (the "Noncompete Period"), the Executive shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for, be employed in an executive, managerial, or administrative capacity by, or in any manner engage in any company engaged in the business of wholesale or retail power generation, or any other business which competes with the businesses of the Company or its affiliates, as such businesses exist or are in process during the Executive's employment with the Company, within any geographical area in which the Company or its affiliates engage or have definitive plans to engage in such businesses. Nothing herein shall prohibit the Executive from being a passive owner of not more than two percent (2%) of the outstanding stock of any class of a corporation which is publicly traded, so long as the Executive has no active participation in the business of such corporation. Notwithstanding the foregoing, the provisions of this Section 5.3 shall not apply in the case of termination of the Executive's employment pursuant to any material breach of the Company's obligations under Article 3 which remains uncured for more than twenty (20) days after notice is

received from the Executive of such breach, which such notice shall include a detailed description of the grounds constituting such breach.

5.4 Nonsolicitation

During the Noncompete Period, the Executive shall not directly or indirectly through another person or entity: (i) induce or attempt to induce any employee of the Company or any of its affiliates to leave the employ of the Company or such affiliate, or in any way interfere with the relationship between the Company or any affiliate and any employee thereof; (ii) hire any person who was an employee of the Company or any affiliate during the last six (6) months of the Executive's employment with the Company; or (iii) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee, or other business relation of the Company or any affiliate to cease doing business with the Company or such affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee, or business relation and the Company or any affiliate (including, without limitation, making any negative or disparaging statements or communications regarding the Company or its affiliates).

5.5 Nondisparagement

During the Noncompete Period, the Executive shall not disparage the Company, its subsidiaries and parents, and their respective officers, managers and employees, or make any public statement (whether written or oral) reflecting negatively on the Company, its subsidiaries and parents, and their respective officers, managers, and employees, including, but not limited to, any matters relating to the operation or management of the Company, irrespective of the truthfulness or falsity of such statement, except as may otherwise be required by applicable law or compelled by process of law. By way of example and not limitation, the Executive agrees that he or she will not make any written or oral statements that cast in a negative light the services, qualifications, business operations or business ethics of the Company or its employees. During the Noncompete Period, the Company shall not disparage the Executive, or make any public statement (whether written or oral) reflecting negatively on the Executive, including, but not limited to, any matters relating to the operation or management of the Company, irrespective of the truthfulness or falsity of such statement, except as may otherwise be required by applicable law or compelled by process of law. Nothing in this Section 5.5 shall restrict either party's ability to: (i) consult with counsel, (ii) make truthful statements under oath or to a government agency or official, or (iii) take any legal action with respect to his or her employment or termination of employment with the Company.

5.6 Duration, Scope, or Area

If, at the time of enforcement of this Article 5, a court shall hold that the duration, scope, or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or area reasonable under such circumstances shall be substituted for the stated duration, scope, or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope, and area permitted by law. Sections 5.3 and 5.4 shall not apply to any Executive whose principal work location for the Company at the time of termination was in the State of California.

5.7 Company Enforcement

In the event of a breach or a threatened breach by the Executive of any of the provisions of this Article 5, the Company would suffer irreparable harm, and in addition and supplementary to other rights and remedies existing in its favor, the Company shall, in addition to any recovery of monetary amounts, including any severance amounts provided hereunder, be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security). In addition, in the event of a breach or violation by the Executive of Section 5.3, the Noncompete Period shall be automatically extended by the amount of time between the initial occurrence of the breach or violation and when such breach or violation has been duly cured.

Article 6. Certain Change in Control Payments

Notwithstanding any provision of the Plan to the contrary, if any payments or benefits an Executive would receive from the Company under the Plan or otherwise in connection with the Change in Control (the "Total Payments") (a) constitute "parachute payments" within the meaning of Code Section 280G, and (b) but for this Article 6, would be subject to the excise tax imposed by Code Section 4999, then such Executive will be entitled to receive either (i) the full amount of the Total Payments or (ii) a portion of the Total Payments having a value equal to One Dollar ($1) less than three (3) times such individual's "base amount" (as such term is defined in Code Section 280G(b)(3)(A)), whichever of (i) and (ii), after taking into account applicable federal, state, and local income taxes and the excise tax imposed by Code Section 4999, results in the receipt by such employee on an after-tax basis, of the greatest portion of the Total Payments. Any determination required under this Article 6 shall be made in writing by the Company's independent certified public accountants appointed prior to any change in ownership (as defined under Code Section 280G(b)(2)) or tax counsel selected by such accountants (the "Accountants"), whose determination shall be conclusive and binding for all purposes upon the applicable Executive. For purposes of making the calculations required by this Article 6, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Code Sections 280G and 4999. If there is a reduction pursuant to this Article 6 of the Total Payments to be delivered to the applicable Executive, the payment reduction contemplated by the preceding sentence shall be implemented by determining the Parachute Payment Ratio (as defined below) for each "parachute payment" and then reducing the "parachute payments" in order beginning with the "parachute payment" with the highest Parachute Payment Ratio. For "parachute payments" with the same Parachute Payment Ratio, such "parachute payments" shall be reduced based on the time of payment of such "parachute payments," with amounts having later payment dates being reduced first. For "parachute payments" with the same Parachute Payment Ratio and the same time of payment, such "parachute payments" shall be reduced on a pro rata basis (but not below zero) prior to reducing "parachute payments" with a lower Parachute Payment Ratio. For purposes hereof, the term "Parachute Payment Ratio" shall mean a fraction the numerator of which is the value of the applicable "parachute payment" for purposes of Code Section 280G and the denominator of which is the actual present value of such payment.

Article 7. Legal Fees and Notice

7.1 Payment of Legal Fees

Except as otherwise agreed to by the parties, the Company shall pay the Executive for costs of litigation or other disputes including, without limitation, reasonable attorneys' fees incurred by the Executive in asserting any claims or defenses under this Plan, except that the Executive shall bear his or her own costs of such litigation or disputes (including, without limitation, attorneys' fees) if the court (or arbitrator) finds in favor of the Company with respect to any claims or defenses asserted by the Executive.

7.2 Notice

Any notices, requests, demands, or other communications provided for by this Plan shall be sufficient if in writing and if sent by registered or certified mail to the Executive at the last address he or she has filed in writing with the Company or, in the case of the Company, at its principal offices.

Article 8. Successors and Assignment

8.1 Successors to the Company

The Company shall require any successor (whether direct or indirect, by purchase, merger, reorganization, consolidation, acquisition of property or stock, liquidation, or otherwise) of all or a significant portion of the assets of the Company by agreement, in form and substance satisfactory to the Executive, to expressly assume and agree to perform under this Plan in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Regardless of whether such agreement is executed, the terms of this Plan shall be binding upon any successor in accordance with the operation of law and such successor shall be deemed the "Company" for purposes of this Plan.

8.2 Assignment by the Executive

This Plan shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If the Executive dies while any amount would still be payable to him or her hereunder had he or she continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to the Executive's Beneficiary. If the Executive has not named a Beneficiary, then such amounts shall be paid to the Executive in accordance with the Company's regular payroll practices or to the Executive's estate, as applicable.

Article 9. Miscellaneous

9.1 Employment Status

Except as may be provided under any other agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and may be terminated by either the Executive or the Company at any time, subject to applicable law.

9.2 Code Section 409A

(a) All expenses or other reimbursements under this Plan shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive (provided that if any such reimbursements constitute taxable income to the Executive, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

(b) For purposes of Code Section 409A, the Executive's right to receive any installment payment pursuant to this Plan shall be treated as a right to receive a series of separate and distinct payments.

(c) Whenever a payment under this Plan specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Committee.

(d) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Plan providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Plan, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

(e) Notwithstanding any other provision of this Plan to the contrary, in no event shall any payment under this Plan that constitutes "deferred compensation" for purposes of Code Section 409A be subject to offset unless otherwise permitted by Code Section 409A.

(f) Notwithstanding any provisions in this Plan to the contrary, whenever a payment under this Plan may be made upon the Release Effective Date, and the period in which the Executive could adopt the release (along with its accompany revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

9.3 Entire Plan

This Plan supersedes any prior agreements or understandings, oral or written, between the parties hereto, with respect to the subject matter hereof, and constitutes the entire agreement of the parties with respect thereto. Without limiting the generality of the foregoing sentence, this Plan completely supersedes any and all prior employment agreements entered into by and between the Company and the Executive, and all amendments thereto, in their entirety. Notwithstanding the foregoing, if the Executive has entered into any agreements or commitments with the Company with regard to Confidential Information, noncompetition, nonsolicitation, or nondisparagement, such agreements or commitments will remain valid and will be read in harmony with this Plan to provide maximum protection to the Company.

9.4 Severability

In the event that any provision or portion of this Plan shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Plan shall be unaffected thereby and shall remain in full force and effect.

9.5 Tax Withholding

The Company may withhold from any benefits payable under this Plan all federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

9.6 Beneficiaries

The Executive may designate one (1) or more persons or entities as the primary and/or contingent beneficiaries of any amounts to be received under this Plan. Such designation must be in the form of a signed writing acceptable to the Board or the Board's designee. The Executive may make or change such designation at any time.

9.7 Payment Obligation Absolute

The Company's obligation to make the payments provided for herein shall be absolute and unconditional, and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment, defense, or other right which the Company may have against the Executive or anyone else.

The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made under any provision of this Plan, and except as provided in Article 3 of this Plan, the obtaining of any such other employment shall in no event effect any reduction of the Company's obligations to make the payments and arrangements required to be made under this Plan.

9.8 Contractual Rights to Benefits

Subject to approval and ratification by the Board, this Plan establishes and vests in the Executive a contractual right to the benefits to which he or she is entitled hereunder. However, nothing herein contained shall require or be deemed to require, or prohibit or be deemed to prohibit,

the Company to segregate, earmark, or otherwise set aside any funds or other assets, in trust or otherwise, to provide for any payments to be made or required hereunder.

9.9 Modification

No provision of this Plan may be modified, waived, or discharged with respect to any particular Executive unless such modification, waiver, or discharge is agreed to in writing and signed by such Executive and by an authorized member of the Committee, or by the respective parties' legal representatives and successors; provided, however, that the Committee may unilaterally amend this Plan without the Executive's consent if such amendment does not materially adversely alter or impair in any significant manner any rights or obligations of the Executive under the Plan.

9.10 Gender and Number

Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural.

9.11 Applicable Law

To the extent not preempted by the laws of the United States, the laws of the state of New Jersey shall be the controlling law in all matters relating to this Plan.

EXHIBIT 31.1

CERTIFICATION

I, Christopher S. Sotos, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Clearway Energy, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ CHRISTOPHER S. SOTOS
Christopher S. Sotos
President and Chief Executive Officer
(Principal Executive Officer)

Date: May 5, 2022

EXHIBIT 31.2

CERTIFICATION

I, Chad Plotkin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Clearway Energy, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting

/s/ CHAD PLOTKIN
Chad Plotkin
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: May 5, 2022

EXHIBIT 31.3

CERTIFICATION

I, Sarah Rubenstein, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Clearway Energy, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ SARAH RUBENSTEIN
Sarah Rubenstein
Senior Vice President and Chief Accounting Officer
(Principal Accounting Officer)

Date: May 5, 2022

EXHIBIT 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Clearway Energy, Inc. on Form 10-Q for the quarter ended March 31, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Form 10-Q"), each of the undersigned officers of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

(1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods expressed in the Form 10-Q.

Date: May 5, 2022

/s/ CHRISTOPHER S. SOTOS
Christopher S. Sotos
President and Chief Executive Officer
(Principal Executive Officer)

/s/ CHAD PLOTKIN
Chad Plotkin
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

/s/ SARAH RUBENSTEIN
Sarah Rubenstein
Senior Vice President and Chief Accounting Officer
(Principal Accounting Officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of this Form 10-Q or as a separate disclosure document.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Clearway Energy, Inc. and will be retained by Clearway Energy, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.