
United States
Securities and Exchange Commission
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

Information to be Included in Statements Filed Pursuant to § 240.13d-1(a) and
Amendments Thereto Filed Pursuant to § 240.13d-2(a)

Under the Securities Exchange Act of 1934
(Amendment No.)*

Clearway Energy, Inc.
(Name of Issuer)

Class A common stock
Class C common stock
(Title of Class of Securities)

18539 C 105 (Class A common stock)
18539 C 204 (Class C common stock)
(CUSIP Number)

Paul Moss-Bowpitt
Legal Director, Corporate Transactions
TOTALENERGIES SE
2, place Jean Millier
La Défense 6
92400 Courbevoie
France
00-331-4135-2834

Copies to:

Ryan Maierson
Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
(713) 546-5400

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

September 12, 2022
(Date of Event which Requires Filing of this Statement)

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

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

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

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

1	Names of Reporting Persons TotalEnergies SE	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization France	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
11	Aggregate Amount Beneficially Owned by Each Reporting Person 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 55.3% of Class A common stock 34.0% of Class C common stock	
14	Type of Reporting Person CO	

1	Names of Reporting Persons TotalEnergies Gestion USA SARL	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization France	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
11	Aggregate Amount Beneficially Owned by Each Reporting Person 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 55.3% of Class A common stock 34.0% of Class C common stock	
14	Type of Reporting Person CO	

1	Names of Reporting Persons TotalEnergies Holdings USA, Inc.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization France	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
11	Aggregate Amount Beneficially Owned by Each Reporting Person 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 55.3% of Class A common stock 34.0% of Class C common stock	
14	Type of Reporting Person CO	

1	Names of Reporting Persons TotalEnergies Delaware, Inc.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization France	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
11	Aggregate Amount Beneficially Owned by Each Reporting Person 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 55.3% of Class A common stock 34.0% of Class C common stock	
14	Type of Reporting Person CO	

1	Names of Reporting Persons TotalEnergies Renewables USA, LLC	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization France	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock
11	Aggregate Amount Beneficially Owned by Each Reporting Person 42,760,591 shares of Class A common stock 42,402,537 shares of Class C common stock	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 55.3% of Class A common stock 34.0% of Class C common stock	
14	Type of Reporting Person CO	

Item 1. Security and Issuer.

This statement on Schedule 13D (the “Schedule 13D”) relates to the shares of Class A common stock and Class C common stock (collectively, the “Common Stock”) of Clearway Energy, Inc., a Delaware corporation (the “Issuer”), whose principal executive office is located at 300 Carnegie Center, Suite 300, Princeton, New Jersey 08540.

Item 2. Identity and Background.

This Schedule 13D is being filed by the following entities (each, a “Reporting Person”, and collectively, the “Reporting Persons”):

- 1) TotalEnergies SE, a société européenne organized under the laws of the Republic of France (“TotalEnergies”),
- 2) TotalEnergies Gestion USA SARL, a société à responsabilité limitée organized under the laws of the Republic of France (“TotalEnergies Gestion”),
- 3) TotalEnergies Holdings USA, Inc., a Delaware corporation (“TotalEnergies Holdings”),
- 4) TotalEnergies Delaware, Inc., a Delaware corporation (“TotalEnergies Delaware”), and
- 5) TotalEnergies Renewables USA, LLC, a Delaware limited liability company (“TotalEnergies Renewables”).

The business address of TotalEnergies and TotalEnergies Gestion is 2, place Jean Millier, La Défense 6, 92400 Courbevoie, France. The business address of TotalEnergies Holdings, TotalEnergies Delaware and TotalEnergies Renewables is 1201 Louisiana St. Suite 1800, Houston, TX 77002. Together with its subsidiaries and affiliates (including the Reporting Persons), TotalEnergies, a broad energy company with a presence in more than 130 countries on five continents, is a major energy player that produces and markets fuels, natural gas and low-carbon electricity. The Reporting Persons’ activities include the exploration and production of oil and gas, refining, petrochemicals and petroleum product retailing, solar power, sustainable biofuels and electricity, primarily from renewable sources.

Information with respect to the directors and executive officers of each of the Reporting Persons is provided on Schedule A.

By virtue of the relationships and agreements described herein, the Reporting Persons may be deemed to be acting as a group with Global Infrastructure Investors III, LLC and certain of its affiliates (collectively, “GIP”) for purposes of Rule 13d-3 under the Exchange Act. However, neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that such persons are members of any such group. GIP is separately making a Schedule 13D amendment filing reporting the Class A Common Stock and Class C Common Stock they may be deemed to beneficially own. Each Reporting Person disclaims beneficial ownership of any Class A Common Stock and Class C Common Stock that may be deemed to be beneficially owned by GIP, except as otherwise described herein.

Other than as disclosed by TotalEnergies in its Annual Reports on Form 20-F filed with the Securities and Exchange Commission between 2017 and 2022, during the last five years, none of the Reporting Persons nor, to the best of the Reporting Persons’ knowledge, any of their respective directors or executive officers (i) have been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) were parties to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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

On September 12, 2022, TotalEnergies Renewables acquired fifty percent (50%) of the limited partnership interests in Zephyr Acquisition Holdings, L.P., a Delaware limited partnership (“Holdings”), and fifty percent (50%) of the equity interests in Zephyr Holdings GP, LLC, a Delaware limited liability company and the general partner of Holdings (“Zephyr Holdings GP”) in exchange for approximately \$1.6 billion in cash and the transfer of an interest of 50% minus one share in Sol Holding, LLC, a Delaware limited liability company and a subsidiary of the Reporting Persons (the “Transaction”). Holdings owns all of the limited partner interests, and Zephyr Holdings GP owns all of the general partner interests, in GIP III Zephyr Acquisition Partners, L.P. (“GIP Zephyr Partners”), which in turn owns all of the equity interests in Clearway Energy Group LLC, a Delaware limited liability company (“Clearway Energy Group”) (which owns shares of Class A Common Stock and Class C Common Stock of the Issuer). The Reporting Persons used available working capital to fund the cash portion of the consideration. No securities of the Issuer were directly transferred pursuant to the Transaction.

Item 4. Purpose of Transaction.

Following the closing of the Transaction, by virtue of the Reporting Persons' and GIP's respective governance rights over Zephyr Holdings GP and Holdings described in Item 6, herein, the Reporting Persons and GIP may be deemed to share beneficial ownership of the Common Stock held directly by Clearway Energy Group.

The description of the Letter Agreement in Item 6 is hereby incorporated by reference into this Item 4.

General

The Reporting Persons acquired the securities described in this Schedule 13D for investment purposes and intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

The Reporting Persons may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Persons and their designees to the Issuer's board of directors (the "Board") may engage in discussions with management, the Board, and securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or other transaction that could result in the de-listing or de-registration of the Common Stock; sales or acquisitions of assets or businesses; changes to the capitalization or distribution policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board. There can be no assurance, however, that any Reporting Person will propose such a transaction, that any proposed transaction would receive the requisite approvals from the respective governing bodies and securityholders, as applicable, or that any such transaction would be successfully implemented. To facilitate their consideration of such matters, the Reporting Persons may retain consultants and advisors and may enter into discussions with potential sources of capital and other third parties. The Reporting Persons may exchange information with any such persons pursuant to appropriate confidentiality or similar agreements. The Reporting Persons will likely take some or all of the foregoing steps at preliminary stages in their consideration of various possible courses of action before forming any intention to pursue any particular plan or direction.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer.

(a)-(b) The aggregate number and percentage of shares of Class A Common Stock and Class C Common Stock beneficially owned by each Reporting Person and, for each Reporting Person, the number of shares as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of the Schedule 13D and are incorporated herein by reference.

Calculations of the percentage of shares of stock beneficially owned are based on 34,599,645 shares of Class A Common Stock and 82,196,386 shares of Class C Common Stock, respectively, outstanding as of July 29, 2022, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 2, 2022, and take into account the number of Class B Units and Class D Units beneficially owned by the Reporting Persons and convertible into shares of Class A Common Stock and Class C Common Stock, respectively, as applicable.

Clearway Energy Group is the record holder of 21,841 shares of Class A Common Stock, 42,738,750 Class B Units, 65,787 shares of Class C Common Stock and 42,336,750 Class D Units. Pursuant to the terms of the Exchange Agreement, each Class B Unit is exchangeable at any time for shares of Class A Common Stock, and each Class D Unit is exchangeable at any time for shares of Class C Common Stock, in each case, on a one-for-one basis, subject to equitable adjustments for stock splits, stock dividends and reclassifications.

Clearway Energy Group is a wholly owned subsidiary of GIP Zephyr Partners. Holdings owns all of the limited partner interests in GIP Zephyr Partners, and Zephyr Holdings GP owns all of the general partner interests in GIP Zephyr Partners. TotalEnergies Renewables holds fifty percent (50%) of the limited partner interests in Holdings. TotalEnergies Renewables holds fifty percent (50%) of the equity interests in Zephyr Holdings GP, which is the general partner of Holdings. TotalEnergies Holdings is the sole shareholder of TotalEnergies Delaware, which is the sole member of TotalEnergies Renewables. TotalEnergies Gestion, which is a direct wholly owned subsidiary of TotalEnergies, is the sole shareholder of TotalEnergies Holdings. As a result, each of the foregoing entities may be deemed to beneficially own the securities reported herein.

(c) Other than as disclosed in Items 3 and 4 of this Schedule 13D, none of the Reporting Persons has effected any transactions in the Shares during the past 60 days.

(d) None.

(e) Not applicable.

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

Letter Agreement

Contemporaneously with the closing of the Transaction, the parties entered into a letter agreement (the "Letter Agreement") detailing the manner in which GIP and the Reporting Persons will exercise certain governance rights with respect to the Issuer, including setting the number of directors to serve on the Board and the designation, nomination, appointment, classification and election of the Chairman and certain other members of the Board. Specifically, each party to the Letter Agreement agreed that, unless consented to by the other party, it would (i) cause the number of directors on the Board not to exceed nine members, and to cause the actual number of directors on the Board to be a number that reflects the board designation rights described in the Letter Agreement, (ii) designate, nominate, appoint, classify or elect to the Board (a) a Chairman of the Board initially designated by GIP for a period of two years, following which GIP and the Reporting Persons would alternate designating the Chairman of the Board for two year periods, (b) a number of directors designated by each of GIP and the Reporting Persons relative to their respective ownership interests in Zephyr Holdings GP, (c) the chief executive officer of the Issuer to be a member of the Board, (d) a minimum of three independent directors (as described in the Letter Agreement) to be designated by the board of directors of Zephyr Holdings GP (the "GP Board"), and (e) such additional directors for any remaining seats on the Board as designated by the GP Board. As of the date hereof, GIP and the Reporting Persons have determined that the provisions of the Letter Agreement providing for a change to the current composition of the Board shall not be implemented until such time as agreed by each of GIP and the Reporting Persons; provided however, GIP and the Reporting Persons have agreed that the parties will work together such that GIP will appoint three directors to the Board shortly following the closing of the Transaction.

Under the terms of the Letter Agreement, the parties have agreed (i) to certain restrictions on sale, transfer or other disposition of the outstanding securities of the Issuer held by Clearway Energy Group and (ii) to cause their designees to the Board to refrain from taking certain actions as members of the Board without the prior approval of certain representatives of each of the parties, including, permitting the Issuer or its subsidiaries from entering into any transaction or series of related transactions with a total value in excess of certain designated thresholds; commencing or settling litigation material to the Issuer or its subsidiaries; permitting the Issuer or its subsidiaries to incur, assume or guarantee certain indebtedness; appointing, hiring, terminating or removing certain management level employees of the Issuer or its subsidiaries; permitting the Issuer or its subsidiaries with respect to the authorization, issuance, conversion, exchange, purchase, repurchase, transfer or sale of securities of Issuer or its subsidiaries outside the ordinary course or pursuant to management or equity incentive plans; or issuing any call notice or otherwise make any capital call with respect to the Issuer or any of its subsidiaries other than to any employees of the Issuer or any of its subsidiaries.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified by the full text of such agreement, which is filed as an exhibit hereto. Additionally, certain other arrangements to which Clearway Energy Group is a party are further described in the Schedule 13D filed by GIP on September 10, 2018 and in the amendments thereto.

Item 7. Materials to be Filed as Exhibits

Item 7 of the Filing is hereby amended to replace the previously filed Exhibit 1 with Exhibit 1 hereto:

Exhibit Number	Description
<u>1</u>	<u>Joint Filing Agreement, by and among the Reporting Persons.</u>
<u>2</u>	<u>Letter Agreement, dated as of September 12, 2022.</u>

SIGNATURES

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

Date: September 12, 2022

TOTALENERGIES SE

By: /s/ Aurélien Hamelle

Name: Aurélien Hamelle

Title: General Counsel

TOTALENERGIES GESTION USA SARL

By: /s/ Eric Bozec

Name: Eric Bozec

Title: General Manager

TOTALENERGIES HOLDINGS USA, INC.

By: /s/ Christophe Vuillez

Name: Christophe Vuillez

Title: Chief Executive Officer and President

TOTALENERGIES DELAWARE, INC.

By: /s/ Christophe Vuillez

Name: Christophe Vuillez

Title: President

TOTALENERGIES RENEWABLES USA, LLC

By: /s/ Marc-Antoine Pignon

Name: Marc-Antoine Pignon

Title: Chief Executive Officer

DIRECTORS AND EXECUTIVE OFFICERS OF THE REPORTING PERSONS

Set forth below is the name and current principal occupation or employment of each director and executive officer, as applicable, of the Reporting Persons. The business address of each of the directors and executive officers of TotalEnergies and TotalEnergies Gestion is 2, place Jean Millier, La Défense 6, 92400 Courbevoie, France. The business address of each of the other individuals listed below is 1201 Louisiana St. Suite 1800, Houston, TX 77002

TOTALENERGIES SE

Patrick Pouyanné	Chairman and Chief Executive Officer	French
Helle Kristoffersen	President, Strategy & Sustainability	French and Danish
Stéphane Michel	President, Gas, Renewables & Power	French
Thierry Pflimlin	President, Marketing & Services	French
Bernard Pinatel	President, Raffinage-Chimie	French
Jean-Pierre Sbraire	Chief Financial Officer	French
Namita Shah	President, OneTech	French
Nicolas Terraz	President, Exploration & Production	French
Jacques Aschenbroich	Director	French
Patricia Barbizet	Director	French
Marie-Christine Coisne-Roquette	Lead Independent Director	French
Jérôme Contamine	Director	French
Lise Croteau	Director	Canadian
Mark Cutifan	Director	Australian
Valérie Della Puppa Tibi	Director representing employee shareholders	French
Romain Garcia-Ivaldi	Director representing employees	French
Maria van der Hoeven	Director	Netherlands
Glenn Hubbard	Director	American
Anne-Marie Idrac	Director	French
Jean Lemierre	Director	French
Angel Pobo	Director representing employees	French

TOTALENERGIES GESTION USA SARL

Eric Bozec	General Manager	French
------------	-----------------	--------

TOTALENERGIES HOLDINGS USA INC.

Mike Naeve	Director	American
Christophe Vuillez	Director, President and Chief Executive Officer	French
Alexander Adotevi	Director and Chief Financial Officer	German
Elizabeth Matthews	Director, General Counsel and Secretary	American
Eric Bozec	Director	French
Esmeralda Fernandez	Treasurer	American
Stacy Philips	Vice President, Tax	American
Albert Shung	Assistant Secretary	American

TOTALENERGIES DELAWARE INC.

Christophe Vuillez	Director and President	French
Alexander Adotevi	Director and Vice President	German
Stacy Philips	Vice President	American
Elizabeth Matthews	Director	American
Esmeralda Fernandez	Treasurer	American
Albert Shung	Secretary	American

TOTALENERGIES RENEWABLES USA LLC

Vincent Stoquart	Manager	Belgian
Marc-Antoine Pignon	Manager and Chief Executive Officer	French
Laurent Becerra	Manager	French
Alexander Adotevi	Manager	German
David Foulon	Manager	American
Christopher Gillies	Chief Financial Officer	Australian
Ali Mirza	Vice President, Structured Finance	American
Jeff Newcombe	Vice President, Technical	American
Anais Immas	Vice President, Business and Asset Development	French
Albert Shung	Secretary	American

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree that they are jointly filing this statement on Schedule 13D. Each of them is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of September 12, 2022.

TOTALENERGIES SE

By: /s/ Aurélien Hamelle

Name: Aurélien Hamelle

Title: General Counsel

TOTALENERGIES GESTION USA SARL

By: /s/ Eric Bozec

Name: Eric Bozec

Title: General Manager

TOTALENERGIES HOLDINGS USA, INC.

By: /s/ Christophe Vuillez

Name: Christophe Vuillez

Title: Chief Executive Officer and President

TOTALENERGIES DELAWARE, INC.

By: /s/ Christophe Vuillez

Name: Christophe Vuillez

Title: President

TOTALENERGIES RENEWABLES USA, LLC

By: /s/ Marc-Antoine Pignon

Name: Marc-Antoine Pignon

Title: Chief Executive Officer

September 12, 2022

STRICTLY PRIVATE AND CONFIDENTIAL

Zephyr Acquisition Holdings, L.P.
c/o Global Infrastructure Management, LLC
1345 Avenue of the Americas, 30th Floor
New York, New York 10105
Email: Jonathan.Bram@global-infra.com; Julie.Ashworth@global-infra.com
Attention: Jonathan Bram; Julie Ashworth

Re: Letter Agreement (this "Letter Agreement")

This Letter Agreement memorializes the agreement between GIP III Zephyr Midco Holdings, L.P., a Delaware limited partnership (the "GIP Investor"), and TotalEnergies Renewables USA, LLC, a Delaware limited liability company ("TTE Investor"), and together with the GIP Investor, the "Investors") as to the manner in which they shall exercise certain governance rights with respect to Zephyr Acquisition Holdings, L.P., a Delaware limited partnership ("Holdings"), Zephyr Holdings GP, LLC, a Delaware limited liability company ("General Partner"), and Clearway Energy, Inc., a Delaware corporation ("CWEN"). For the purposes of this Letter Agreement, capitalized terms used herein shall have the meanings set forth in Exhibit A attached hereto.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, parties hereto, intending to be legally bound, hereby agree as follows:

1. Voting Agreement. Notwithstanding anything to the contrary, except as may otherwise be agreed by each of the Investors in writing, the General Partner shall, and each Investor agrees to, take all actions necessary or reasonably advisable to cause the General Partner, and any Manager designated by such Investor, to:

(a) cause the authorized number of directors on the CWEN Board of Directors to be not greater than eleven (11) and to cause the actual number of directors on the CWEN Board of Directors to be the number necessary to reflect the exercise of the designation rights set forth below (or any vacancies, pending such an exercise);

(b) designate, nominate, appoint, classify and elect to the CWEN Board of Directors:

(i) for so long as the GIP Investor Group and the TotalEnergies Investor Group each retains a greater than 37.5% GP Percentage Interest, a chairman of the CWEN Board of Directors, who shall (A) initially be designated by the GIP Investor Group for a period of two years and (B) thereafter be designated by either the TotalEnergies Investor Group or the GIP Investor Group on a rotating basis for successive periods of two years, with the Investor Group designating the chairman in each such period being the Investor who did not designate the prior chairman (it being understood and agreed that the chairman of the CWEN Board of Directors shall not have any tie-breaking, casting vote or other special voting rights other than the right to vote as a director on the CWEN Board of Directors) in the then immediately prior period;

(ii) to the extent requested by an Investor Group, one (1) director for each 15% GP Percentage Interest held by such Investor Group (for the avoidance of doubt, it is understood and agreed that the number of directors designated by an Investor Group in accordance with the foregoing shall be reduced for each reduction in such Investor Group's GP Percentage Interest to below 15%);

(iii) the chief executive officer of CWEN;

(iv) a minimum of four (4) Independent CWEN Directors, each to be designated by the Board;

(v) if any Investor Group that has designated a director shall lose the right to designate one (1) or more directors in accordance with this Letter Agreement, the vacancy shall be filled by the Board, with each such additional CWEN Director(s) to be designated by the Board and which may be Independent CWEN Directors, or not, as the Board approves; and

(c) enter into any voting, proxy, consent or similar agreement reasonably requested by an Investor, so as to ensure the provision of any designation rights contemplated to be provided to such Investor pursuant to Section 1(b) of this Letter Agreement.

2. Actions Requiring Approval of the Board.

(a) In addition to such other matters as the Board may from time to time by resolution determine, without the approval of the Board, each Investor shall cause its designees to the CWEN Board of Directors to not take, consent to or approve (except where refraining from taking, consenting to or approving such action would, based on the advice of legal counsel, be inconsistent with such designees' fiduciary duties) any material action with respect to any of the CWEN Companies.

(b) Notwithstanding the provisions of Section 2(a) of this Letter Agreement, each Investor shall cause its designees to the CWEN Board of Directors to not take, consent to or approve (except where refraining from taking, consenting to or approving such action would, based on the advice of legal counsel, be inconsistent with such designees' fiduciary duties) any of the following matters with respect to any of the CWEN Companies without the consent of Managers appointed by Investors holding at least eighty and zero/tenths percent (80.0%) of the GP Percentage Interest entitled to vote on the matter:

(i) enter into any transaction or series of related transactions with a total value in excess of \$50 million but less than or equal to \$750 million;

(ii) commence or settle any litigation, arbitration or similar legal claim (A) in an amount in excess of \$10 million or (B) the outcome of which would otherwise reasonably be expected to be material to any of the CWEN Companies;

(iii) (A) incur, assume, guarantee or otherwise become responsible for any Non-Recourse Indebtedness or (B) incur, assume, guarantee or otherwise become responsible for any Recourse Indebtedness up to \$250 million;

(iv) authorize, issue, sell, dispose of, transfer, dividend, distribute, redeem, convert, exchange, purchase, repurchase, cancel or retire any Equity Interests of any of the CWEN Companies, phantom equity or similar rights or interests of any of the CWEN Companies, or any warrants, options or other similar rights or interests or securities convertible into or exchangeable for any such Equity Interests, phantom equity or similar rights, in each case other than to or from Employee Holders (A) in the ordinary course or (B) pursuant to any management incentive or equity or similar plan or program approved by the Board;

(v) issue any Call Notice or otherwise make any capital call with respect to any CWEN Company other than to any Employee Holder;

(vi) appoint, hire, terminate or remove, or materially change the duties, responsibilities, compensation or other terms of employment or service of, any officers at the level of vice president or above; or

(vii) vote in favor of, agree, cause to be done or commit to do any of the foregoing.

(c) Notwithstanding the provisions of Section 2(a) of this Letter Agreement, each Investor shall cause its designees to the CWEN Board of Directors to not take, consent to or approve (except where refraining from taking, consenting to or approving such action would, based on the advice of legal counsel, be inconsistent with such designees' fiduciary duties) any of the following matters without the unanimous consent of the Managers entitled to vote on the matter with respect to any of the CWEN Companies:

(i) enter into any transaction or series of related transactions with a value in excess of \$750 million;

(ii) incur, assume, guarantee or otherwise become responsible for any Recourse Indebtedness in excess of \$250 million; or

(iii) vote in favor of, agree, cause to be done or commit to do any of the foregoing.

(d) Notwithstanding anything to the contrary, each Investor shall cause its designees to the Board to not take, consent to or approve any sale, transfer or other disposition by CEG or any Group Company (other than any CWEN Company) of any of the outstanding Equity Interests of any CWEN Company held by CEG or any Group Company (other than any CWEN Company), in each case without the unanimous consent of the Managers entitled to vote on the foregoing matter.

3. Governing Law. This Letter Agreement and the rights and the duties of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, and may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

4. Assignment. Neither this Letter Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party; provided that, a party may assign its rights and obligations under this Letter Agreement, in whole or in part, to a direct or indirect transferee of such party's Units or Holdings Units pursuant to a valid direct or indirect transfer by such party made in accordance with the GP LLCA or the Holdings LPA, as applicable. Such transferee shall be required to have first delivered to the General Partner a written undertaking to be bound by the terms and conditions of this Letter Agreement, together with such other documents and instruments as the General Partner reasonably determines to be necessary or appropriate, and shall be a party to this Letter Agreement. Subject to the preceding sentence, this Letter Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns. In the event a party no longer holds any Units or Holdings Units, such party shall cease to be a party to this Letter Agreement.

5. Notices. Except as expressly set forth to the contrary in this Letter Agreement, all notices, requests or consents provided for or permitted to be given under this Letter Agreement must be in writing and must be given either by (a) depositing such writing with a reputable overnight courier for next day delivery, (b) depositing such writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, (c) delivering writing to the recipient in person, by courier or (d) delivering such writing by email; and a notice, request or consent given under this Letter Agreement is effective upon receipt against the Person who receives it. All notices, requests and consents to be sent to an Investor must be sent to or made at the address that an Investor may specify by notice to the other Investors. Any notice, request or consent to the Company or the Board must be given to the Board or, if appointed, the Secretary of the Company at the Company's chief executive offices. Whenever any notice is required to be given by law or this Letter Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

6. Remedies. The Company and the Investors shall be entitled to enforce their rights under this Letter Agreement specifically, to recover damages by reason of any breach of any provision of this Letter Agreement (including costs of enforcement) and to exercise any and all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Letter Agreement and that the Company or any Investor may in its or his sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation or threatened violation of the provisions of this Letter Agreement.

7. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS LETTER AGREEMENT HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS LETTER AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LETTER AGREEMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED. EACH PARTY ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF ANY OF THE OTHER PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAYBE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS LETTER AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS LETTER AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS LETTER AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTION CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS LETTER AGREEMENT MAYBE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

8. No Non Party Liability. Notwithstanding any other provision of this Letter Agreement to the contrary, this Letter Agreement may be enforced only against the named parties hereto. All claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Letter Agreement, or the negotiation, execution or performance of this Letter Agreement, may be made only against the entities that are expressly identified as parties hereto; and no past, present or future Affiliate of any party hereto, or any director, manager, officer, employee, incorporator, member, partner, shareholder, Affiliate, agent, attorney or representative of any such party or Affiliate (including any Person negotiating or executing this Letter Agreement on behalf of a party hereto), unless party to this Letter Agreement, shall have any liability or obligation with respect to this Letter Agreement or with respect to any claim or cause of action (whether in contract or tort) that may arise out of or relate to this Letter Agreement, or the negotiation, execution or performance of this Letter Agreement (including a representation or warranty made in or in connection with this Letter Agreement or as an inducement to enter into this Letter Agreement). Each party hereto hereby agrees on behalf of itself and on behalf of each of its Affiliates that any exercise by an Investor (or any of its Manager designees) of its rights hereunder shall not give rise to any claim or cause of action against such Investor by any party or its Affiliates, and each party on its own behalf and on behalf of its Affiliates hereby waives and releases (and shall cause each of its Affiliates to waive and release) any claims or causes of action against each Investor (or any of its Manager designees) that may arise as a result of any such Investor (or any of its Manager designees) exercising its contractual rights hereunder.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Letter Agreement to be signed by themselves or their duly authorized persons, all as of the date first written above.

TTE INVESTOR:

TOTALENERGIES RENEWABLES USA, LLC

By: _____
Name:
Title:

Signature Page to Letter Agreement

IN WITNESS WHEREOF, the parties have caused this Letter Agreement to be signed by themselves or their duly authorized persons, all as of the date first written above.

GIP INVESTOR:

GIP III ZEPHYR MIDCO HOLDINGS, L.P.

By: Global Infrastructure GP III, L.P., its general partner

By: Global Infrastructure Investors III, LLC, its general partner

By: _____
Name:
Title:

HOLDINGS:

ZEPHYR ACQUISITION HOLDINGS, L.P.

By: Zephyr Holdings GP, LLC, its general partner

By: _____
Name:
Title:

GENERAL PARTNER:

ZEPHYR HOLDINGS GP, LLC

By: _____
Name:
Title:

Signature Page to Letter Agreement

Exhibit A

As used in this Letter Agreement, the following terms have the following meanings:

“Act” means Delaware Limited Liability Company Act, Title 6, §§ 18 101, et seq., as amended from time to time.

“Affiliate” means any Person that is a Subsidiary of, or directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, the Person in question; provided that, notwithstanding the foregoing, (i) each Investor and its Affiliates will be deemed not to be Affiliates of the General Partner, Holdings or any of their respective Subsidiaries and (ii) each Investor and its Affiliates will be deemed not to be an Affiliate of any other Investor or its Affiliates unless there is a basis for such affiliation independent of such Investor’s respective ownership or Control of the General Partner.

“Board” means the board of directors of the General Partner.

“Call Notice” means a written notice of any validly called capital contribution to each Investor provided by the Board or any appropriate Officer.

“CEG” means Clearway Energy Group LLC.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“CWEN” means Clearway Energy, Inc.

“CWEN Board of Directors” means the board of directors or similar governing body of CWEN.

“CWEN Companies” means CWEN, Clearway Energy LLC and their respective Subsidiaries.

“CWEN Director” means a director on the CWEN Board of Directors.

“Employee Holders” means employees, consultants or other service providers of any Group Company and, for estate planning purposes or upon death or permanent disability, (i) the spouse, parents or lineal descendants of any such employee or (ii) any entity, trust or custodianship, for so long as controlled by such employee and solely for the benefit of such employee or such employee’s spouse, parents or lineal descendants.

“Equity Interests” means all shares, capital stock, partnership or limited liability company interests, units, participations, distribution rights or similar equity interests issued by any Person, however designated.

“General Partner” means Zephyr Holdings GP, LLC.

“GIP Investor” means GIP III Zephyr Midco Holdings, L.P., a Delaware limited partnership.

“GIP Investor Group” means the Investor Group of the GIP Investor (or any of its Permitted Transferees).

“GP Interest” means an Investor’s ownership interest in the General Partner, which may be expressed as one or more Units, including such Investor’s right to share in distributions, profits and losses and the right, if any, to participate in the management of the business and affairs of the General Partner, including the right, if any, to vote on, consent to or otherwise participate in any decision or action of or by the Investors, the right to designate Managers to the Board, and the right to receive information concerning the business and affairs of the General Partner, in each case to the extent expressly provided in the GP LLCA or otherwise required by the Act.

“GP LLCA” means that certain Amended and Restated Limited Liability Company Agreement of the General Partner, dated as of the date hereof, as may hereafter be amended from time to time.

“GP Percentage Interest” means, as of the date of determination (a) with respect to any Investor and particular class or series of Unit, that percentage corresponding with the ratio that such Investor’s relative number of Units within such class or series bears to the total outstanding number of Units of such class or series held by all Investors and (b) with respect to any Investors and all Units, that percentage corresponding with the ratio that such Investor’s relative GP Interests represented by its Units bears to the total GP Interests of all Investors represented by their outstanding Units.

“Group Companies” means, collectively, the General Partner, Holdings, Holdings Sub and their respective Subsidiaries.

“Holdings” means Zephyr Acquisition Holdings, L.P.

“Holdings Sub” means GIP III Zephyr Acquisition Partners, L.P.

“Holdings LPA” means that certain the Amended and Restated Limited Partnership Agreement of Zephyr Acquisition Holdings, L.P., dated as of the date hereof, as amended and restated from time to time.

“Holdings Units” means the limited partnership interests in Holdings, as defined in the Holdings LPA.

“Indebtedness” means, with respect to any specified Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for a deferred purchase price (other than trade payables incurred in the ordinary course of such Person’s business, consistent with past practice), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person under capital leases, (e) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, whether or not drawn, (f) all obligations of such Person created or arising under any conditional sale or title retention agreement, (g) the liquidation value or redemption price, as the case may be, of all preferred or redeemable stock of such Person, (h) all net obligations of such Person payable under any rate, currency, commodity or other swap, option or derivative agreement, (i) all obligations referred to in the foregoing clauses (a) through (h) secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation and (j) all obligations of others guaranteed by such Person.

“Independent CWEN Director” means a director on the CWEN Board of Directors qualified to serve on the “Corporate Governance, Conflicts and Nominating Committee” of CWEN in accordance with the charter of such committee.

“Investor Group” means any Investor, together with its Affiliates who are Investors (if any).

“Investors” means TTE Investor together with GIP Investor.

“Liens” means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge, right of first refusal or other encumbrance of any kind, or any conditional sale contract, title retention contract or other contract or agreement to give any of the foregoing.

“Managers” means “Managers” within the meaning of Section 18-101 of the Act that are natural persons appointed to be on the Board in accordance with the GP LLCA.

“Non-Recourse Indebtedness” means any Indebtedness of the CWEN Companies that is not Recourse Indebtedness.

“Permitted Transferee” means with respect to any Investor, a Person to whom such Investor would be permitted to transfer Units in accordance with the terms of the GP LLCA pursuant to the definition of Permitted Transfers set forth in the GP LLCA.

“Person” means an individual or a corporation, partnership, limited liability company, trust, estate, unincorporated organization, association, “group” (as such term is defined in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder) or other entity.

“Recourse Indebtedness” means Indebtedness in respect of which any of the Top-Cos are liable.

“Subsidiary” means, with respect to any Person (solely for purposes of this definition, the “parent”) at any date, any other Person in which the parent, directly or indirectly, owns (i) Equity Interests that (a) represent more than fifty percent (50%) of the total number of outstanding common or other residual Equity Interests (however denominated) of such Person, (b) represent more than fifty percent (50%) of the total voting power of all outstanding Equity Interests of such Person which are entitled to vote in the election of directors, managers or other Persons performing similar functions for and on behalf of such Person, (c) are entitled to more than fifty percent (50%) of the dividends paid and other distributions made by such Person prior to liquidation, (d) constitute more than fifty percent (50%) of a general partner interest, managing member interest or similar Controlling interest or (e) are entitled to more than fifty percent (50%) of the assets of such Person or proceeds from the sale thereof upon liquidation or (ii) any Equity Interests not otherwise described in clause (i) above; provided that for all purposes of this Agreement, any action, obligation covenant or agreement with respect to any Person that is a Subsidiary of the parent solely by reason of this clause (ii) shall only require the parent to use commercially reasonable efforts to exercise any available rights in respect of such action, obligation, covenant or agreement that the parent may have in connection with its direct or indirect owner of Equity Interests in such Subsidiary under the organizational or governance, management or similar documents of such Subsidiary.

“Top-Cos” means the General Partner, Holdings, GIP III Zephyr Acquisition Partners, L.P., GIP III Zephyr Management Partners, L.P. and CEG.

“TotalEnergies Investor Group” means the Investor Group of the TTE Investor (or any of its Permitted Transferees).

“TTE Investor” means TotalEnergies Renewables USA, LLC, a Delaware limited liability company.

“Units” means limited liability company interests in the General Partner expressed as units.
