

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, DC 20549

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **October 7, 2021**

**Clearway Energy LLC**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**333-203369**  
(Commission File Number)

**32-0407370**  
(IRS Employer Identification No.)

**300 Carnegie Center, Suite 300, Princeton, New Jersey 08540**  
(Address of principal executive offices, including zip code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	None	None

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

Emerging growth company

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

## **Item 1.01 Entry Into a Material Definitive Agreement.**

### *Eighteenth Supplemental Indenture*

On October 7, 2021, Clearway Energy Operating LLC (“Clearway Operating LLC”), a subsidiary of Clearway Energy LLC (“Clearway LLC”), the guarantors currently party to the 2026 Notes Indenture (defined below), Marsh Landing Holdco LLC (the “Guaranteeing Subsidiary”) and Delaware Trust Company (as successor in interest to Law Debenture Trust Company of New York), as trustee (the “Trustee”), entered into the eighteenth supplemental indenture (the “Eighteenth Supplemental Indenture”), supplementing the indenture, dated as of August 18, 2016 (as amended or supplemented to the date hereof, the “2026 Notes Indenture”), by and among Clearway Operating LLC, the guarantors party thereto and the Trustee, pursuant to which Clearway Operating LLC issued \$350,000,000 in aggregate principal amount of its 5.000% Senior Notes due 2026 (the “2026 Notes”). Pursuant to the Eighteenth Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of Clearway Operating LLC’s obligations under the 2026 Notes.

The foregoing description of the Eighteenth Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the Eighteenth Supplemental Indenture, which is attached as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference herein.

### *Tenth Supplemental Indenture*

On October 7, 2021, Clearway Operating LLC, the guarantors currently party to the 2028 Notes Indenture (defined below), the Guaranteeing Subsidiary and the Trustee also entered into the tenth supplemental indenture (the “Tenth Supplemental Indenture”), supplementing the indenture, dated as of December 11, 2019 (as amended or supplemented to the date hereof, the “2028 Notes Indenture”), by and among Clearway Operating LLC, the guarantors party thereto and the Trustee, pursuant to which Clearway Operating LLC issued \$850,000,000 in aggregate principal amount of its 4.750% Senior Notes due 2028 (the “2028 Notes”). Pursuant to the Tenth Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of Clearway Operating LLC’s obligations under the 2028 Notes.

The foregoing description of the Tenth Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the Tenth Supplemental Indenture, which is attached as Exhibit 4.2 to this Current Report on Form 8-K and is incorporated by reference herein.

### *Second Supplemental Indenture*

On October 7, 2021, Clearway Operating LLC, the guarantors currently party to the 2031 Notes Indenture (defined below), the Guaranteeing Subsidiary and the Trustee also entered into the second supplemental indenture (the “Second Supplemental Indenture”), supplementing the indenture, dated as of March 9, 2021 (as amended or supplemented to the date hereof, the “2031 Notes Indenture”), by and among Clearway Operating LLC, the guarantors party thereto and the Trustee, pursuant to which Clearway Operating LLC issued \$925,000,000 in aggregate principal amount of its 3.750% Senior Notes due 2031 (the “2031 Notes”). Pursuant to the Second Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of Clearway Operating LLC’s obligations under the 2031 Notes.

The foregoing description of the Second Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the Second Supplemental Indenture, which is attached as Exhibit 4.3 to this Current Report on Form 8-K and is incorporated by reference herein.

### *First Supplemental Indenture*

On October 7, 2021, Clearway Operating LLC, the guarantors currently party to the 2032 Notes Indenture (defined below), the Guaranteeing Subsidiary and the Trustee also entered into the first supplemental indenture (the “First Supplemental Indenture”), supplementing the indenture, dated as of October 1, 2021 (as amended or supplemented to the date hereof, the “2032 Notes Indenture”), by and among Clearway Operating LLC, the guarantors party thereto and the Trustee, pursuant to which Clearway Operating LLC issued \$350,000,000 in aggregate principal amount of its 3.750% Senior Notes due 2032 (the “2032 Notes”). Pursuant to the First Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of Clearway Operating LLC’s obligations under the 2032 Notes.

The foregoing description of the First Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the First Supplemental Indenture, which is attached as Exhibit 4.4 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits**

(d) *Exhibits*

<b>Exhibit No.</b>	<b>Document</b>
<a href="#">4.1</a>	<a href="#">Eighteenth Supplemental Indenture, dated as of October 7, 2021, among Clearway Energy Operating LLC, the guarantors named therein and Delaware Trust Company (as successor in interest to Law Debenture Trust Company of New York).</a>
<a href="#">4.2</a>	<a href="#">Tenth Supplemental Indenture, dated as of October 7, 2021, among Clearway Energy Operating LLC, the guarantors named therein and Delaware Trust Company.</a>
<a href="#">4.3</a>	<a href="#">Second Supplemental Indenture, dated as of October 7, 2021, among Clearway Energy Operating LLC, the guarantors named therein and Delaware Trust Company.</a>
<a href="#">4.4</a>	<a href="#">First Supplemental Indenture, dated as of October 7, 2021, among Clearway Energy Operating LLC, the guarantors named therein and Delaware Trust Company.</a>
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

**SIGNATURES**

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

**Clearway Energy LLC**  
(Registrant)

By: /s/ Kevin P. Malcarney  
Kevin P. Malcarney  
General Counsel and Corporate Secretary

October 8, 2021

## EIGHTEENTH SUPPLEMENTAL INDENTURE

EIGHTEENTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of October 7, 2021, among Marsh Landing Holdco LLC (the “*Guaranteeing Subsidiary*”), a subsidiary of Clearway Energy Operating LLC (or its permitted successor), a Delaware limited liability company (the “*Company*”), the Company, the other Guarantors (as defined in the Indenture referred to herein) and Delaware Trust Company (as successor in interest to Law Debenture Trust Company of New York), as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of August 18, 2016 providing for the issuance of 5.000% Senior Notes due 2026 (the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteing Subsidiary shall fully and unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Subsidiary Guarantee*”); and

WHEREAS, pursuant to Sections 4.10 and 9.01 of the Indenture, the Trustee, the Company and the other Guarantors are authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
  2. AGREEMENT TO GUARANTEE. The Guaranteing Subsidiary hereby becomes a party to the Indenture as a Guarantor and as such will have all the rights and be subject to all the Obligations and agreements of Guarantors under the Indenture. The Guaranteing Subsidiary hereby agrees to provide a full and unconditional Guarantee on the terms and subject to the conditions set forth in the Subsidiary Guarantee and in the Indenture including but not limited to Article 10 thereof.
  3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, this Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.
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4. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

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

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

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

9. ELECTRONIC SIGNATURES. Each of the transaction parties agrees on behalf of itself, and any Person acting or claiming by, under or through such transaction party, that any written instrument delivered in connection with this Supplemental Indenture, the Indenture or any related document, including without limitation any amendments or supplements to such documents, may be executed by electronic methods (whether by .pdf scan or utilization of an electronic signature platform or application). Any electronic signature document delivered via email from an Officer of the Company, any Guaranteeing Subsidiary or any other Guarantor to the Trustee shall be considered signed or executed by such person on behalf of the Company, such Guaranteeing Subsidiary, or such other Guarantor, as applicable. Each of the Company, the Guaranteeing Subsidiary, and the other Guarantors agree to assume all risks arising out of the use of electronic methods for all purposes including the authorization, execution, delivery, or submission of documents, instruments, notices, directions, instructions, reports, opinions and certificates to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar federal or state law, rule or regulation, as the same may be in effect from time to time, and the parties hereby waive any objection to the contrary. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

MARSH LANDING HOLDCO LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Vice President & Treasurer

CLEARWAY ENERGY OPERATING LLC

CLEARWAY ENERGY LLC

DGPV HOLDING LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Senior Vice President, Chief Financial Officer & Treasurer

*[Signature Page to Eighteenth Supplemental Indenture]*

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ALTA WIND 1-5 HOLDING COMPANY, LLC  
ALTA WIND COMPANY, LLC  
CBAD HOLDINGS II, LLC  
CENTRAL CA FUEL CELL 1, LLC  
CLEARWAY SOLAR STAR LLC  
CWEN PINNACLE REPOWERING HOLDINGS LLC  
CWSP RATTLESNAKE HOLDING LLC  
DAGGETT SOLAR HOLDCO LLC  
DG-CS HOLDINGS LLC  
DG SREC HOLDCO LLC  
ECP UPTOWN CAMPUS HOLDINGS LLC  
ENERGY CENTER CAGUAS HOLDINGS LLC  
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NIMH SOLAR HOLDINGS LLC  
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ROSAMOND SOLAR HOLDCO LLC  
RPV HOLDING LLC  
SOLAR FLAGSTAFF ONE LLC  
SOLAR IGUANA LLC  
SOLAR LAS VEGAS MB 1 LLC  
SOLAR TABERNACLE LLC  
SOUTH TRENT HOLDINGS LLC  
SPP ASSET HOLDINGS, LLC  
SPP FUND II HOLDINGS, LLC  
SPP FUND II, LLC  
SPP FUND II-B, LLC  
SPP FUND III, LLC  
THERMAL CANADA INFRASTRUCTURE HOLDINGS LLC  
THERMAL HAWAII DEVELOPMENT HOLDINGS LLC  
THERMAL INFRASTRUCTURE DEVELOPMENT HOLDINGS LLC  
UB FUEL CELL, LLC  
UTAH SOLAR MASTER HOLDCO LLC  
WV WIND HOLDINGS LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Vice President & Treasurer

[Signature Page to Eighteenth Supplemental Indenture]

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DELAWARE TRUST COMPANY

By: /s/ Benjamin Hancock  
Authorized Signatory

*[Signature Page to Eighteenth Supplemental Indenture]*

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## TENTH SUPPLEMENTAL INDENTURE

TENTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of October 7, 2021, among Marsh Landing Holdco LLC (the “*Guaranteeing Subsidiary*”), a subsidiary of Clearway Energy Operating LLC (or its permitted successor), a Delaware limited liability company (the “*Company*”), the Company, the other Guarantors (as defined in the Indenture referred to herein) and Delaware Trust Company, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of December 11, 2019 providing for the issuance of 4.750% Senior Notes due 2028 (the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall fully and unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Subsidiary Guarantee*”); and

WHEREAS, pursuant to Sections 4.10 and 9.01 of the Indenture, the Trustee, the Company and the other Guarantors are authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
  2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby becomes a party to the Indenture as a Guarantor and as such will have all the rights and be subject to all the Obligations and agreements of Guarantors under the Indenture. The Guaranteeing Subsidiary hereby agrees to provide a full and unconditional Guarantee on the terms and subject to the conditions set forth in the Subsidiary Guarantee and in the Indenture including but not limited to Article 10 thereof.
  3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, this Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.
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4. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

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

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

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

9. ELECTRONIC SIGNATURES. Each of the transaction parties agrees on behalf of itself, and any Person acting or claiming by, under or through such transaction party, that any written instrument delivered in connection with this Supplemental Indenture, the Indenture or any related document, including without limitation any amendments or supplements to such documents, may be executed by electronic methods (whether by .pdf scan or utilization of an electronic signature platform or application). Any electronic signature document delivered via email from an Officer of the Company, any Guaranteeing Subsidiary or any other Guarantor to the Trustee shall be considered signed or executed by such person on behalf of the Company, such Guaranteeing Subsidiary, or such other Guarantor, as applicable. Each of the Company, the Guaranteeing Subsidiary, and the other Guarantors agree to assume all risks arising out of the use of electronic methods for all purposes including the authorization, execution, delivery, or submission of documents, instruments, notices, directions, instructions, reports, opinions and certificates to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar federal or state law, rule or regulation, as the same may be in effect from time to time, and the parties hereby waive any objection to the contrary. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

MARSH LANDING HOLDCO LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Vice President & Treasurer

CLEARWAY ENERGY OPERATING LLC

CLEARWAY ENERGY LLC

DGPV HOLDING LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Senior Vice President, Chief Financial Officer & Treasurer

*[Signature Page to Tenth Supplemental Indenture]*

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By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Vice President & Treasurer

*[Signature Page to Tenth Supplemental Indenture]*

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DELAWARE TRUST COMPANY

By: /s/ Benjamin Hancock  
Authorized Signatory

*[Signature Page to Tenth Supplemental Indenture]*

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## SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of October 7, 2021, among Marsh Landing Holdco LLC (the “*Guaranteeing Subsidiary*”), a subsidiary of Clearway Energy Operating LLC (or its permitted successor), a Delaware limited liability company (the “*Company*”), the Company, the other Guarantors (as defined in the Indenture referred to herein) and Delaware Trust Company, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of March 9, 2021 providing for the issuance of 3.750% Senior Notes due 2031 (the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall fully and unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Subsidiary Guarantee*”); and

WHEREAS, pursuant to Sections 4.10 and 9.01 of the Indenture, the Trustee, the Company and the other Guarantors are authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
  2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby becomes a party to the Indenture as a Guarantor and as such will have all the rights and be subject to all the Obligations and agreements of a Guarantor under the Indenture. The Guaranteeing Subsidiary hereby agrees to provide a full and unconditional Guarantee on the terms and subject to the conditions set forth in the Subsidiary Guarantee and in the Indenture including but not limited to Article 10 thereof.
  3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, this Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.
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4. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

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

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

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

9. ELECTRONIC SIGNATURES. Each of the transaction parties agrees on behalf of itself, and any Person acting or claiming by, under or through such transaction party, that any written instrument delivered in connection with this Supplemental Indenture, the Indenture or any related document, including without limitation any amendments or supplements to such documents, may be executed by electronic methods (whether by .pdf scan or utilization of an electronic signature platform or application). Any electronic signature document delivered via email from an Officer of the Company, any Guaranteeing Subsidiary or any other Guarantor to the Trustee shall be considered signed or executed by such person on behalf of the Company, such Guaranteeing Subsidiary, or such other Guarantor, as applicable. Each of the Company, the Guaranteeing Subsidiary, and the other Guarantors agree to assume all risks arising out of the use of electronic methods for all purposes including the authorization, execution, delivery, or submission of documents, instruments, notices, directions, instructions, reports, opinions and certificates to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar federal or state law, rule or regulation, as the same may be in effect from time to time, and the parties hereby waive any objection to the contrary. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto.



IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

MARSH LANDING HOLDCO LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Vice President & Treasurer

CLEARWAY ENERGY OPERATING LLC

CLEARWAY ENERGY LLC

DGPV HOLDING LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Senior Vice President, Chief Financial Officer & Treasurer

*[Signature Page to Second Supplemental Indenture]*

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THERMAL HAWAII DEVELOPMENT HOLDINGS LLC  
THERMAL INFRASTRUCTURE DEVELOPMENT HOLDINGS LLC  
UB FUEL CELL, LLC  
UTAH SOLAR MASTER HOLDCO LLC  
WV WIND HOLDINGS LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Vice President & Treasurer

[Signature Page to Second Supplemental Indenture]

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DELAWARE TRUST COMPANY

By: /s/ Benjamin Hancock  
Authorized Signatory

*[Signature Page to Second Supplemental Indenture]*

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## FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of October 7, 2021, among Marsh Landing Holdco LLC (the “*Guaranteeing Subsidiary*”), a subsidiary of Clearway Energy Operating LLC (or its permitted successor), a Delaware limited liability company (the “*Company*”), the Company, the other Guarantors (as defined in the Indenture referred to herein) and Delaware Trust Company, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of October 1, 2021 providing for the issuance of 3.750% Senior Notes due 2032 (the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall fully and unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Subsidiary Guarantee*”); and

WHEREAS, pursuant to Sections 4.10 and 9.01 of the Indenture, the Trustee, the Company and the other Guarantors are authorized to execute and deliver this Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
  2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby becomes a party to the Indenture as a Guarantor and as such will have all the rights and be subject to all the Obligations and agreements of a Guarantor under the Indenture. The Guaranteeing Subsidiary hereby agrees to provide a full and unconditional Guarantee on the terms and subject to the conditions set forth in the Subsidiary Guarantee and in the Indenture including but not limited to Article 10 thereof.
  3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, this Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.
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4. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

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

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

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

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

9. ELECTRONIC SIGNATURES. Each of the transaction parties agrees on behalf of itself, and any Person acting or claiming by, under or through such transaction party, that any written instrument delivered in connection with this Supplemental Indenture, the Indenture or any related document, including without limitation any amendments or supplements to such documents, may be executed by electronic methods (whether by .pdf scan or utilization of an electronic signature platform or application). Any electronic signature document delivered via email from an Officer of the Company, any Guaranteeing Subsidiary or any other Guarantor to the Trustee shall be considered signed or executed by such person on behalf of the Company, such Guaranteeing Subsidiary, or such other Guarantor, as applicable. Each of the Company, the Guaranteeing Subsidiary, and the other Guarantors agree to assume all risks arising out of the use of electronic methods for all purposes including the authorization, execution, delivery, or submission of documents, instruments, notices, directions, instructions, reports, opinions and certificates to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar federal or state law, rule or regulation, as the same may be in effect from time to time, and the parties hereby waive any objection to the contrary. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

MARSH LANDING HOLDCO LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Vice President & Treasurer

CLEARWAY ENERGY OPERATING LLC

CLEARWAY ENERGY LLC

DGPV HOLDING LLC

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Senior Vice President, Chief Financial Officer & Treasurer

*[Signature Page to First Supplemental Indenture]*

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ALTA WIND 1-5 HOLDING COMPANY, LLC  
ALTA WIND COMPANY, LLC  
CBAD HOLDINGS II, LLC  
CENTRAL CA FUEL CELL 1, LLC  
CLEARWAY SOLAR STAR LLC  
CWEN PINNACLE REPOWERING HOLDINGS LLC  
CWSP RATTLESNAKE HOLDING LLC  
DAGGETT SOLAR HOLDCO LLC  
DG-CS HOLDINGS LLC  
DG SREC HOLDCO LLC  
ECP UPTOWN CAMPUS HOLDINGS LLC  
ENERGY CENTER CAGUAS HOLDINGS LLC  
ENERGY CENTER FAJARDO HOLDINGS LLC  
ENERGY CENTER HONOLULU HOLDINGS LLC  
FUEL CELL HOLDINGS LLC  
LANGFORD HOLDING LLC  
LIGHTHOUSE RENEWABLE HOLDINGS LLC  
NIMH SOLAR HOLDINGS LLC  
OCOTILLO WINDPOWER HOLDINGS LLC  
PORTFOLIO SOLAR I, LLC  
ROSAMOND SOLAR HOLDCO LLC  
RPV HOLDING LLC  
SOLAR FLAGSTAFF ONE LLC  
SOLAR IGUANA LLC  
SOLAR LAS VEGAS MB 1 LLC  
SOLAR TABERNACLE LLC  
SOUTH TRENT HOLDINGS LLC  
SPP ASSET HOLDINGS, LLC  
SPP FUND II HOLDINGS, LLC  
SPP FUND II, LLC  
SPP FUND II-B, LLC  
SPP FUND III, LLC  
THERMAL CANADA INFRASTRUCTURE HOLDINGS LLC  
THERMAL HAWAII DEVELOPMENT HOLDINGS LLC  
THERMAL INFRASTRUCTURE DEVELOPMENT HOLDINGS LLC  
UB FUEL CELL, LLC  
UTAH SOLAR MASTER HOLDCO LLC  
WV WIND HOLDINGS LLC

By: /s/ Chad Plotkin

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DELAWARE TRUST COMPANY

By: /s/ Benjamin Hancock  
Authorized Signatory

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