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As filed with the United States Securities and Exchange Commission on August 6, 2019

No. 333-

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

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Clearway Energy LLC
Clearway Energy Operating LLC*
(Exact name of registrant as specified in its charter)

Delaware	4911	32-0407370
Delaware	4911	30-0780012
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

300 Carnegie Center, Suite 300, Princeton, NJ 08540
Telephone: (609) 608-1525
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Copies to:

Kevin P. Malcarney
Senior Vice President, General Counsel and
Corporate Secretary
300 Carnegie Center, Suite 300
Princeton, NJ 08540
Telephone: (609) 608-1525
(Name, address, including zip code, and telephone number, including area code, of agent for service)

M. Preston Bernhisel
Baker Botts L.L.P.
2001 Ross Avenue
Dallas, Texas 75201
(214) 953-6500

Approximate date of commencement of proposed sale of the securities to the public:
The exchange will occur as soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer):

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer):

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price(1)	Amount of Registration Fee
5.750% Senior Notes due 2025	\$600,000,000	100%	\$72,720
Guarantees related to the 5.750% Senior Notes due 2025(2)	—	—	—(3)

- (1) Calculated in accordance with Rule 457 under the Securities Act of 1933, as amended.
- (2) No separate consideration was received for the issuance of the guarantees.
- (3) Pursuant to Rule 457(n), no separate fee is payable with respect to the guarantees being registered hereby.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

* The additional Co-Registrants listed on the next page are also included in this Form S-4 Registration Statement as additional Registrants.

Table of Additional Registrants

<u>Exact Name of Additional Registrants*</u>	<u>Jurisdiction of Formation</u>	<u>I.R.S. Employer Identification No.</u>
Alta Wind 1-5 Holding Company, LLC	Delaware	35-2526443
Alta Wind Company, LLC	Delaware	47-2576803
Central CA Fuel Cell 1, LLC	Delaware	38-4004207
Clearway Solar Star LLC	Delaware	38-3917807
DGPV Holding LLC	Delaware	47-3724471
ECP Uptown Campus Holdings LLC	Delaware	83-2658057
Energy Center Caguas Holdings LLC	Delaware	83-2199465
Fuel Cell Holdings LLC	Delaware	47-2588093
Portfolio Solar I, LLC	Delaware	99-0368396
RPV Holding LLC	Delaware	47-2898953
Solar Flagstaff One LLC	Delaware	36-4737965
Solar Iguana LLC	Delaware	36-4737827
Solar Las Vegas MB 1 LLC	Delaware	30-0799127
Solar Tabernacle LLC	Delaware	45-2560938
South Trent Holdings LLC	Delaware	27-2207561
SPP Asset Holdings, LLC	Delaware	26-3573602
SPP Fund II Holdings, LLC	Delaware	26-3908392
SPP Fund II, LLC	Delaware	26-3509603
SPP Fund II-B, LLC	Delaware	26-4694627
SPP Fund III, LLC	Delaware	27-1098075
Thermal Canada Infrastructure Holdings LLC	Delaware	32-0573852
Thermal Infrastructure Development Holdings LLC	Delaware	38-4088512
UB Fuel Cell, LLC	Connecticut	46-5519511

* The address for each of the additional Registrants is c/o Clearway Energy Operating LLC, 300 Carnegie Center, Suite 300, Princeton, NJ 08540, telephone: (609) 608-1525. The primary standard industrial classification number for each of the additional Registrants is 4911.

The name, address, including zip code of the agent for service for each of the additional Registrants is Kevin P. Malcarney, Senior Vice President, General Counsel and Corporate Secretary of Clearway Energy, Inc., 300 Carnegie Center, Suite 300, Princeton, NJ 08540, Telephone: (609) 608-1525.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. The prospectus is not an offer to sell these securities nor a solicitation of an offer to buy these securities in any jurisdiction where the offer and sale is not permitted.

Subject to Completion Dated August 6, 2019

PRELIMINARY PROSPECTUS



Clearway Energy Operating LLC

Exchange Offer for
\$600,000,000 5.750% Senior Notes due 2025

**We are offering to exchange:
up to \$600,000,000 of our new 5.750% Senior Notes due 2025
(which we refer to as the "Exchange Notes")
for
a like amount of our outstanding 5.750% Senior Notes due 2025
(which we refer to as the "Old Notes")
We refer to the Exchange Notes and Old Notes collectively as the "notes."
Material Terms of Exchange Offer:**

- The terms of the Exchange Notes to be issued in the exchange offer are substantially identical to the Old Notes, except that the transfer restrictions and registration rights relating to the Old Notes will not apply to the Exchange Notes.
 - The Exchange Notes will be guaranteed on a full and unconditional and joint and several basis by each of our current and future subsidiaries that guarantees indebtedness under our Revolving Credit Facility (as defined herein).
 - There is no existing public market for the Old Notes or the Exchange Notes. We do not intend to list the Exchange Notes on any securities exchange or seek approval for quotation through any automated trading system.
 - You may withdraw your tender of Old Notes at any time before the expiration of the exchange offer. We will exchange all of the Old Notes that are validly tendered and not withdrawn.
 - The exchange offer expires at 12:00 midnight, New York City time, on _____, 2019, unless extended.
 - The exchange of Old Notes will not be a taxable event for United States of America ("U.S.") federal income tax purposes.
 - The exchange offer is subject to certain customary conditions, including that it not violate applicable law or any applicable interpretation of the Staff of the Securities and Exchange Commission (the "SEC").
 - We will not receive any proceeds from the exchange offer.
-

For a discussion of certain factors that you should consider before participating in this exchange offer, see "Risk Factors" beginning on page 12 of this prospectus.

Neither the SEC nor any state securities commission has approved the notes to be distributed in the exchange offer, nor have any of these organizations determined that this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Each broker-dealer that receives Exchange Notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes where the Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, starting on the expiration date and ending on the close of business one year after the expiration date, we will make this prospectus available, as amended or supplemented, to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

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This prospectus incorporates by reference business and financial information about us that is not included in or delivered with this prospectus. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information in this prospectus. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. You may request a copy of any document incorporated by reference in this prospectus (including exhibits to those documents specifically incorporated by reference in this document), at no cost by visiting our website at <http://www.clearwayenergy.com> or by writing or calling us at the following address and telephone number:

Clearway Energy Operating LLC
300 Carnegie Center, Suite 300
Princeton, NJ 08540
(609) 608-1525
Attention: General Counsel

Information contained on our website is not intended to be incorporated by reference in this prospectus and you should not consider that information a part of this prospectus.

To obtain timely delivery, you must request the information no later than _____, 2019, or the date which is five business days before the expiration date of this offer.

WHERE YOU CAN FIND MORE INFORMATION

Clearway Energy Operating LLC ("Clearway Operating LLC") is not currently required to file annual, quarterly and current reports and other information with the SEC. Clearway Energy LLC ("Clearway LLC") files periodic reports and other information with the SEC pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). You may read and copy any document Clearway LLC has filed or will file with the SEC at the SEC's public website (www.sec.gov).

So long as Clearway LLC continues to own, directly or indirectly, all of the equity interests of Clearway Operating LLC, the quarterly, annual and current reports and consolidated financial statements referred to above in respect of Clearway LLC will be deemed to satisfy the obligations of Clearway Operating LLC under the reporting covenant of the indenture governing the notes. See "Description of the Notes—Certain Covenants—Reports."

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" the information Clearway LLC files with them into this prospectus, which means that we can disclose important information to you by referring you to those documents and those documents will be considered part of this prospectus. Information that Clearway LLC files later with the SEC will automatically update and supersede the previously filed information. We incorporate by reference the documents listed below and any future filings Clearway LLC makes with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, until the completion of the exchange offer (other than portions of these documents deemed to be "furnished" or not deemed to be "filed," including the portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under Item 2.02 or Item 7.01 of a current report on Form 8-K, including any exhibits included with such Items):

- [Clearway LLC's annual report on Form 10-K for the year ended December 31, 2018 filed on March 1, 2019](#) and [Clearway LLC's Amendment No. 1 on Form 10-K/A to such annual report filed on March 29, 2019](#), which we collectively refer to as our "2018 Form 10-K"; and
- Clearway LLC's quarterly reports on Form 10-Q for the three months ended [March 31, 2019](#) (our "First Quarter Form 10-Q") and [June 30, 2019](#) (our "Second Quarter Form 10-Q").

Furthermore, all filings Clearway LLC makes with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the initial filing of this registration statement and prior to effectiveness of the registration statement (other than portions of these documents deemed to be "furnished" or not deemed to be "filed," including the portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under Item 2.02 or Item 7.01 of a current report on Form 8-K, including any exhibits included with such Items) shall be deemed to be incorporated by reference into this prospectus.

If you make a request for such information in writing or by telephone, we will provide you, without charge, a copy of any or all of the information incorporated by reference in this prospectus. Any such request should be directed to:

Clearway Energy Operating LLC
300 Carnegie Center, Suite 300
Princeton, NJ 08540
(609) 608-1525
Attention: General Counsel

You should rely only on the information contained in, or incorporated by reference in, this prospectus. We have not authorized anyone else to provide you with different or additional information. This prospectus does not offer to sell or solicit any offer to buy any notes in any jurisdiction where the offer or sale is unlawful. You should not assume that the information in this prospectus or in any document incorporated by reference is accurate as of any date other than the date on the front cover of the applicable document.

SUMMARY

This summary highlights selected information appearing elsewhere, or incorporated by reference, in this prospectus. This summary is not complete and does not contain all of the information that you should consider before deciding whether to participate in this exchange offer. You should carefully read this summary together with the entire prospectus, including the information set forth in the section entitled "Risk Factors" and the financial statements and related notes thereto, before deciding whether to participate in the exchange offer. See the sections "Where You Can Find More Information" and "Incorporation by Reference" for a further discussion on incorporation by reference.

Unless the context otherwise requires or as otherwise indicated, references in this prospectus to "we," "our," "us," "the Company" and "Clearway" refer to Clearway Energy Operating LLC, together with its consolidated subsidiaries and direct parent Clearway Energy LLC ("Clearway LLC"). As of June 30, 2019, Clearway Energy, Inc. ("Clearway Inc.") (NYSE: CWEN.A, CWEN) owned approximately 55.8% of the economic interests in and was the sole managing member of Clearway LLC.

Our Company

We are an energy infrastructure investor in and owner of modern, sustainable and long-term contracted assets across North America. We are indirectly owned by Global Infrastructure Partners III ("GIP"). Global Infrastructure Management, LLC is an independent fund manager of funds that invests in infrastructure assets in the energy and transport sectors, and GIP is its third equity fund. We are sponsored by GIP through GIP's portfolio company, Clearway Energy Group LLC ("CEG").

Our environmentally sound asset portfolio includes over 5,272 Megawatts ("MW") of wind, solar and natural gas-fired power generation facilities, as well as district energy systems. Through this diversified and contracted portfolio, we endeavor to provide our investors with stable and growing dividend income. Substantially all of our generation assets are under long-term contractual arrangements for the output or capacity from these assets. The weighted average remaining contract duration of these offtake agreements was approximately 14 years as of June 30, 2019 based on Cash Available for Distribution ("CAFD"). We also own thermal infrastructure assets with an aggregate steam and chilled water capacity of 1,385 net Megawatts Thermal Equivalent ("MWT") and electric generation capacity of 133 net MW. These thermal infrastructure assets provide steam, hot and/or chilled water, and in some instances, electricity to commercial businesses, universities, hospitals and governmental units in multiple locations, principally through long-term contracts or pursuant to rates regulated by state utility commissions.

GIP Transaction

On August 31, 2018, NRG Energy, Inc. ("NRG") transferred its full ownership interest in us to CEG, the holder of NRG's renewable energy development and operations platform, and NRG subsequently sold 100% of its interest in CEG to an affiliate of GIP (the "GIP Transaction"). As a result of the GIP Transaction, GIP indirectly acquired a 45.2% economic interest in Clearway LLC and a 55.0% voting interest in us.

In connection with the GIP Transaction, Clearway Inc. entered into a Consent and Indemnity Agreement with NRG and GIP setting forth key terms and conditions of Clearway Inc.'s consent to the GIP Transaction.

Also in connection with the GIP Transaction, Clearway Inc. entered into the following agreements on August 31, 2018:

CEG Master Services Agreements. We, along with Clearway Inc. and Clearway LLC, entered into Master Services Agreements with CEG, pursuant to which CEG and certain of its affiliates or third-party service providers began providing certain services to Clearway Inc. and certain of its subsidiaries,

and Clearway Inc. and certain of its subsidiaries began providing certain services to CEG, in exchange for the payment of fees in respect of such services.

ROFO Agreements. Clearway Inc. entered into a ROFO Agreement with CEG (the "CEG ROFO Agreement"), and a Third Amended and Restated ROFO Agreement with NRG (the "NRG ROFO Agreement").

Voting and Governance Agreement. Clearway Inc. entered into a Voting and Governance Agreement with CEG relating to certain governance matters of Clearway Inc.

Limited Liability Agreement. Clearway Inc. entered into the Fourth Amended and Restated Limited Liability Company Agreement of Clearway LLC with CEG, which sets forth the rights and obligations of Clearway Inc., as managing member, and CEG, as member, of Clearway LLC.

Transition Services Agreement. As a result of the GIP Transaction, Clearway LLC entered into a Transition Services Agreement with NRG ("NRG TSA"), pursuant to which NRG or certain of its affiliates began providing certain services to Clearway LLC following the consummation of the GIP Transaction on August 31, 2018, in exchange for the payment of a fee in respect of such services. A material portion of these processes terminated during the second quarter of 2019 and such services were subsequently provided by both Clearway LLC and by CEG pursuant to the CEG Master Services Agreements. During the second quarter of 2019, Clearway LLC exercised its option to extend the term of the NRG TSA through April 30, 2020 for the remaining services, some of which will be billed at an hourly rate as agreed between the parties.

Pacific Gas and Electric Company Bankruptcy

On January 29, 2019, Pacific Gas & Electric Company ("PG&E") filed for reorganization under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of California (the "PG&E Bankruptcy"). Certain of our subsidiaries, which hold interests in 6 solar facilities totaling 480 MW and Marsh Landing with capacity of 720 MW, sell the output of their facilities to PG&E under long-term power purchase agreements ("PPAs"). We consolidate three of the solar facilities and Marsh Landing and record our interest in the other solar facilities as equity method investments. As of June 30, 2019, we had \$1.4 billion of property, plant and equipment, net, \$357 million investments in unconsolidated affiliates and \$1.3 billion of borrowings with final maturity dates ranging from 2023 - 2038 related to these facilities. Our related subsidiaries are parties to financing agreements consisting of non-recourse project-level debt and, in certain cases, non-recourse holding company debt. The PG&E Bankruptcy triggered defaults under the PPAs with PG&E and such related project-level financing agreements. As a result, we recorded \$1.3 billion of principal, net of the related unamortized debt issuance costs, as short-term debt as of June 30, 2019. As of August 5, 2019, our contracts with PG&E have operated in the normal course and we currently expect these contracts to continue as such. As of August 5, 2019, we have entered into forbearance agreements for certain project-level financing arrangements and continue to seek forbearance agreements for our other project-level financing arrangements affected by the PG&E Bankruptcy.

Summary of Risk Factors

You should read the "Risk Factors" section in this prospectus and in the 2018 Form 10-K, the First Quarter Form 10-Q and the Second Quarter Form 10-Q for a discussion of the factors you should carefully consider before deciding to participate in this exchange offer.

Corporate Information

Both Clearway LLC and Clearway Operating LLC were formed as Delaware limited liability companies on March 5, 2013. Our principal executive offices are located at Clearway Energy

Operating LLC, 300 Carnegie Center, Suite 300, Princeton, New Jersey 08540. Our telephone number is (609) 608-1525. Our website is located at <http://www.clearwayenergy.com>. Clearway Operating LLC is not currently required to file or furnish periodic reports and other information with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act. Clearway LLC files periodic reports and other information with the SEC pursuant to Section 15(d) of the Exchange Act. See "Incorporation by Reference." Information on our website or any other website is not incorporated by reference into this prospectus and does not constitute a part of this prospectus. The SEC maintains a website at <http://www.sec.gov> that contains reports and other information regarding issuers that file electronically with the SEC.

SUMMARY OF THE EXCHANGE OFFER

On October 1, 2018, we sold, through a private placement exempt from the registration requirements of the Securities Act, \$600,000,000 of our 5.750% Senior Notes due 2025, which are eligible to be exchanged for Exchange Notes. We refer to these notes as "Old Notes" in this prospectus.

Simultaneously with the private placement, we entered into a registration rights agreement with the initial purchasers of the Old Notes (the "Registration Rights Agreement"). Under the Registration Rights Agreement, we are required to use commercially reasonable efforts to register Exchange Notes with the SEC having substantially identical terms as the Old Notes (except for the provisions relating to the transfer restrictions and payment of additional interest) as part of an offer to exchange freely tradable exchange notes for the notes, and use commercially reasonable efforts to consummate the exchange offer within 365 days after the issue date of the Old Notes. If required under certain circumstances, Clearway Operating LLC and the guarantors will file a shelf registration statement with the SEC covering resales of the notes.

We refer to the notes to be registered under this exchange offer registration statement as "Exchange Notes" and collectively with the Old Notes, we refer to them as the "notes" in this prospectus. You may exchange your Old Notes for the applicable Exchange Notes in this exchange offer. You should read the discussion under the headings "—Summary of Terms of Exchange Notes," "Exchange Offer" and "Description of the Notes" for further information regarding the Exchange Notes.

Exchange Notes offered	\$600,000,000 aggregate principal amount of 5.750% Senior Notes due 2025.
Exchange offer	We are offering to exchange the Old Notes for a like principal amount at maturity of the Exchange Notes. Old Notes may be exchanged only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof. The exchange offer is being made pursuant to the Registration Rights Agreement which grants the initial purchasers and any subsequent holders of the Old Notes certain exchange and registration rights. This exchange offer is intended to satisfy those exchange and registration rights with respect to the Old Notes. After the exchange offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your Old Notes.
Expiration date; withdrawal of tender	The exchange offer will expire at 12:00 midnight, New York City time, on _____, 2019, or a later time if we choose to extend this exchange offer in our sole and absolute discretion. You may withdraw your tender of Old Notes at any time prior to 12:00 midnight, New York City time, on the expiration date. All outstanding Old Notes that are validly tendered and not validly withdrawn will be exchanged. We will issue the Exchange Notes promptly after the expiration of the exchange offer. Any Old Note not accepted by us for exchange for any reason will be returned to you at our expense promptly after the expiration or termination of the exchange offer.

Resales

We believe that you can offer for resale, resell and otherwise transfer the Exchange Notes without complying with the registration and prospectus delivery requirements of the Securities Act so long as:

- you acquire the Exchange Notes in the ordinary course of business;
- you are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate, in the distribution of the Exchange Notes;
- you are not an affiliate of ours; and
- you are not a broker-dealer.

If any of these conditions is not satisfied and you transfer any Exchange Notes without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. We do not assume, or indemnify you against, any such liability.

Broker-Dealer

Each broker-dealer acquiring Exchange Notes issued for its own account in exchange for Old Notes, which it acquired through market-making activities or other trading activities, must acknowledge that it will deliver a proper prospectus when any Exchange Notes issued in the exchange offer are transferred. A broker-dealer may use this prospectus for an offer to resell, a resale or other retransfer of the Exchange Notes issued in the exchange offer. See "Plan of Distribution."

Conditions to the exchange offer

Our obligation to accept for exchange, or to issue the Exchange Notes in exchange for, any Old Notes is subject to certain customary conditions, including our determination that the exchange offer does not violate any law, statute, rule, regulation or interpretation by the Staff of the SEC or any regulatory authority or other foreign, federal, state or local government agency or court of competent jurisdiction, some of which may be waived by us. We currently expect that each of the conditions will be satisfied and that no waivers will be necessary. See "Exchange Offer—Conditions to the exchange offer."

Procedures for tendering Old Notes held in the form of book-entry interests

The Old Notes were issued as global securities and were deposited upon issuance with Delaware Trust Company, which issued uncertificated depositary interests in those outstanding Old Notes, which represent a 100% interest in those Old Notes, to The Depository Trust Company ("DTC").

Beneficial interests in the outstanding Old Notes, which are held by direct or indirect participants in DTC, are shown on, and transfers of the Old Notes can only be made through, records maintained in book-entry form by DTC.

You may tender your outstanding Old Notes by instructing your broker or bank where you keep the Old Notes to tender them for you. In some cases you may be asked to submit the letter of transmittal that may accompany this prospectus. By tendering your Old Notes you will be deemed to have acknowledged and agreed to be bound by the terms set forth under "Exchange Offer." Your outstanding Old Notes must be tendered in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

In order for your tender to be considered valid, the exchange agent must receive a confirmation of book-entry transfer of your outstanding Old Notes into the exchange agent's account at DTC, under the procedure described in this prospectus under the heading "Exchange Offer," on or before 12:00 midnight, New York City time, on the expiration date of the exchange offer.

Special procedures for beneficial owners

If you are the beneficial owner of book-entry interests and your name does not appear on a security position listing of DTC as the holder of the book-entry interests or if you are a beneficial owner of Old Notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender the book-entry interest or Old Notes in the exchange offer, you should contact the person in whose name your book- entry interests or Old Notes are registered promptly and instruct that person to tender on your behalf.

U.S. federal income tax considerations

The exchange offer should not result in any income, gain or loss to the holders of Old Notes or to us for U.S. federal income tax purposes. See "Certain U.S. Federal Income Tax Consequences."

Use of proceeds

We will not receive any proceeds from the issuance of the Exchange Notes in the exchange offer.

Exchange agent

Delaware Trust Company is serving as the exchange agent for the exchange offer.

Shelf registration statement

In limited circumstances, holders of Old Notes may require us to register their Old Notes under a shelf registration statement.

CONSEQUENCES OF NOT EXCHANGING OLD NOTES

If you do not exchange your Old Notes in the exchange offer, your Old Notes will continue to be subject to the restrictions on transfer currently applicable to the Old Notes. In general, you may offer or sell your Old Notes only:

- if they are registered under the Securities Act and applicable state securities laws;
- if they are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or
- if they are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws.

We do not currently intend to register the Old Notes under the Securities Act. Under some circumstances, however, holders of the Old Notes, including holders who are not permitted to participate in the exchange offer or who may not freely resell Exchange Notes received in the exchange offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of notes by these holders. For more information regarding the consequences of not tendering your Old Notes and our obligation to file a shelf registration statement, see "Exchange Offer—Consequences of failure to exchange."

SUMMARY OF TERMS OF EXCHANGE NOTES

The summary below describes the principal terms of the Exchange Notes, the guarantees and the related indenture. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Notes" section of this prospectus contains more detailed descriptions of the terms and conditions of the Exchange Notes and the related indenture.

Issuer	Clearway Energy Operating LLC
Securities offered	\$600 million in aggregate principal amount of 5.750% Senior Notes due 2025. The Exchange Notes will evidence the same debt as the Old Notes.
Maturity date	The Exchange Notes will mature on October 15, 2025.
Interest rate	The Exchange Notes will accrue interest at the rate of 5.750% per annum.
Interest payment dates	<p>Interest on the Exchange Notes will be payable on April 15 and October 15 of each year. The Exchange Notes will accrue interest from and including the last interest payment date on which interest has been paid on the Old Notes.</p> <p>No interest will be paid on either the Exchange Notes or the Old Notes at the time of exchange. Accordingly, the holders of Old Notes that are accepted for exchange will not receive accrued but unpaid interest on such Old Notes at the time of tender. Rather, that interest will be payable on the Exchange Notes delivered in exchange for the Old Notes on the first interest payment date following the expiration date of the exchange offer.</p>
Ranking	<p>The Exchange Notes will:</p> <ul style="list-style-type: none">• be general unsecured obligations of Clearway Operating LLC;• be <i>pari passu</i> in right of payment with all existing and future senior indebtedness of Clearway Operating LLC, including Clearway Operating LLC's indebtedness under the Revolving Credit Facility (as defined herein);• be senior in right of payment to any future subordinated indebtedness of Clearway Operating LLC; and• be guaranteed as described under "—Parent Guarantee" and "—Subsidiary Guarantees".

The Exchange Notes will be effectively subordinated to all borrowings under the Revolving Credit Facility, which is secured by substantially all of the assets of Clearway Operating LLC and the guarantors of the Exchange Notes, and any other secured indebtedness (including any secured hedging obligations) of Clearway Operating LLC or the guarantors of the notes, in each case to the extent of the value of the assets that secure the Revolving Credit Facility or such other secured indebtedness. See "Risk Factors—Risks related to the notes—In the event of a bankruptcy or insolvency, holders of our secured indebtedness and other secured obligations will have a prior secured claim to any collateral securing such indebtedness or other obligations."

Parent Guarantee

The Exchange Notes will be guaranteed by Clearway LLC, Clearway Operating LLC's parent company (the "Parent Guarantor"). The parent guarantee of the Exchange Notes will:

- be a general unsecured obligation of the Parent Guarantor;
- be *pari passu* in right of payment with all existing and future senior indebtedness of the Parent Guarantor, including the Parent Guarantor's guarantee under the Revolving Credit Facility; and
- be senior in right of payment to any future subordinated indebtedness of the Parent Guarantor.

The Parent Guarantor's guarantee of the Exchange Notes will be effectively subordinated to the Parent Guarantor's guarantee under the Revolving Credit Facility and any other secured indebtedness of the Parent Guarantor (including any hedging obligations), in each case, to the extent of the value of the assets of the Parent Guarantor that secure the Revolving Credit Facility or such other secured indebtedness.

Subsidiary Guarantees

In addition to the guarantee by the Parent Guarantor, the Exchange Notes will be guaranteed on a joint and several basis by each wholly-owned subsidiary of Clearway Operating LLC that guarantees any obligations of Clearway Operating LLC under the Revolving Credit Facility or any other material indebtedness of Clearway Operating LLC, from time to time. Each subsidiary guarantee of the notes will:

- be a general unsecured obligation of that subsidiary guarantor;
- be *pari passu* in right of payment with all existing and future senior indebtedness of that subsidiary guarantor, including the subsidiary guarantor's guarantee under the Revolving Credit Facility; and
- be senior in right of payment to any future subordinated indebtedness of that subsidiary guarantor.

Each subsidiary guarantor's guarantee of the Exchange Notes will be effectively subordinated to such subsidiary guarantor's guarantee under the Revolving Credit Facility and any other secured indebtedness of such subsidiary guarantor (including any hedging obligations), in each case, to the extent of the value of the assets of such subsidiary guarantor that secures the Revolving Credit Facility or such other secured indebtedness.

Our operations are primarily conducted through our subsidiaries and, therefore, we will depend on the cash flow of our subsidiaries to meet our obligations under the notes. Not all of our subsidiaries will guarantee the Exchange Notes.

The Exchange Notes will be structurally subordinated in right of payment to all indebtedness and other liabilities and commitments of our non-guarantor subsidiaries. The subsidiary guarantors accounted for approximately 1% of Clearway Operating LLC's revenues from operations for the fiscal year ended December 31, 2018 and the six months ended June 30, 2019, respectively. As of June 30, 2019, Clearway Operating LLC's non-guarantor subsidiaries had approximately \$2,757 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately \$57 million. See "Risk Factors—Risks related to the notes—We may not have access to the cash flow and other assets of our subsidiaries that may be needed to make payment on the notes."

Optional redemption

Prior to October 15, 2021, we may redeem up to 35% of the notes with an amount equal to the net cash proceeds of certain equity offerings at the redemption price listed in the "Description of the Notes—Optional Redemption" section of this prospectus, plus accrued and unpaid interest; *provided* at least 65% of the aggregate principal amount of the notes remain outstanding after the redemption and the redemption occurs within 180 days of such equity offering.

We may redeem some or all of the notes at any time prior to October 15, 2021 at a price equal to 100% of the principal amount of the notes redeemed plus a "make-whole" premium and accrued and unpaid interest.

On or after October 15, 2021, we may redeem some or all of the notes at the redemption prices listed in the "Description of the Notes—Optional Redemption" section of this prospectus, plus accrued and unpaid interest.

Change of control offer

If a change of control triggering event occurs, subject to certain conditions, we must offer to repurchase the notes at a price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest to the date of repurchase. See "Description of the Notes—Repurchase at the option of holders—Change of control triggering event."

Covenants	We have agreed to certain restrictions on incurring liens to secure indebtedness and certain restrictions on consolidating, merging and transferring all or substantially all of our assets. See "Description of the Notes—Certain Covenants."
Events of default	For a discussion of events that will permit acceleration of the payment of the principal of and accrued interest on the Exchange Notes, see "Description of the Notes—Events of default and remedies."
No prior market	The Exchange Notes will be new securities for which there is currently no market. We cannot assure you as to the liquidity of markets that may develop for the Exchange Notes, your ability to sell the notes or the price at which you would be able to sell the notes. See "Risk Factors—Risks related to the notes—Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active market will develop for the notes."
Listing	We do not intend to list the Exchange Notes on any securities exchange.
Use of proceeds	We will not receive any proceeds from the issuance of the Exchange Notes. See "Use of Proceeds."
Form and denomination	The Exchange Notes will be delivered in fully-registered form. The Exchange Notes will be represented by one or more global notes, deposited with the trustee as a custodian for DTC and registered in the name of Cede & Co., DTC's nominee. Beneficial interests in the global notes will be shown on, and any transfers will be effective only through records maintained by DTC and its participants. The Exchange Notes will be issued in denominations of \$2,000 and integral multiples of \$1,000.
Governing law	The Exchange Notes and the indenture governing the Exchange Notes will be governed by, and construed in accordance with, the laws of the State of New York.
Trustee	Delaware Trust Company.

RISK FACTORS

You should carefully consider the risk factors set forth below and the risk factors incorporated into this prospectus by reference to our 2018 Form 10-K, the First Quarter Form 10-Q, the Second Quarter Form 10-Q, as well as the other information contained in and incorporated by reference into this prospectus before deciding to participate in this exchange offer. The selected risks described below and the risks that are incorporated into this prospectus by reference to our 2018 Form 10-K, the First Quarter Form 10-Q and the Second Quarter Form 10-Q are not our only risks. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial also may materially and adversely affect our business, financial condition or results of operations. Any of the following risks or any of the risks described in our 2018 Form 10-K, the First Quarter Form 10-Q and the Second Quarter Form 10-Q could materially and adversely affect our business, financial condition, operating results or cash flow. In such a case, the trading price of the notes could decline, or we may not be able to make payments of interest and principal on the notes, and you may lose all or part of your original investment.

Risks related to the notes

Credit rating downgrades could adversely affect the trading price of the notes.

The trading price for the notes may be affected by our credit rating. Credit ratings are continually revised. Any downgrade in our credit rating could adversely affect the trading prices of the notes or the trading markets for the notes to the extent the trading markets for the notes develop.

Despite current indebtedness levels, we may still be able to incur substantially more debt. This could increase the risks associated with our already substantial leverage.

We may be able to incur substantial additional indebtedness in the future. The terms of the indenture governing the notes and other indentures relating to outstanding indebtedness restrict our ability to do so, but we retain the ability to incur material amounts of additional indebtedness. If new indebtedness is added to our current indebtedness levels, the related risks that we now face could increase. See "Description of Certain Other Indebtedness."

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control.

Our ability to make payments on and to refinance our indebtedness, including these notes, and to fund planned capital expenditures depends on our ability to generate cash in the future. This, to a significant extent, is subject to general economic, financial, competitive, legislative, tax, regulatory, environmental and other factors that are beyond our control.

Based on our current level of operations and anticipated cost savings and operating improvements, we believe our cash flow from operations, available cash and available borrowings under our Revolving Credit Facility, will be adequate to meet our future liquidity needs for at least the next twelve months.

We cannot assure you, however, that our business will generate sufficient cash flow from operations, that currently anticipated cost savings and operating improvements will be realized on schedule or at all or that future borrowings will be available to us under our Revolving Credit Facility in an amount sufficient to enable us to pay our indebtedness, including the notes, or to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness, including the notes on or before maturity. We cannot assure you that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all.

In the event of a bankruptcy or insolvency, holders of our secured indebtedness and other secured obligations will have a prior secured claim to any collateral securing such indebtedness or other obligations.

Holders of our secured indebtedness and other secured obligations will have a prior secured claim to any collateral securing such indebtedness or other obligations. Holders of our secured indebtedness and the secured indebtedness of the guarantors will have claims that are prior to your claims as holders of the notes to the extent of the value of the assets securing that other indebtedness. Our Revolving Credit Facility is secured by first priority liens on substantially all of our assets and the assets of the guarantors. We have granted first and second priority liens on substantially all of our assets to secure our obligations under certain long-term power and gas hedges as well as interest rate hedges. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, reorganization or other bankruptcy proceeding, holders of secured indebtedness will have prior claim to those of our assets that constitute their collateral. Holders of the notes will participate ratably in our remaining assets with all holders of our unsecured indebtedness that is deemed to be of the same class as the notes, and potentially with all our other general creditors, based upon the respective amounts owed to each holder or creditor. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of notes may receive less, ratably, than holders of secured indebtedness.

Your right to receive payments on these notes could be adversely affected if any of our non-guarantor subsidiaries declare bankruptcy, liquidate or reorganize.

Some, but not all, of our subsidiaries will guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to us. As of June 30, 2019, we had approximately \$4,245 million of project-level debt which was incurred by our non-guarantor subsidiaries. In addition, our share of our unconsolidated affiliates' total indebtedness and letters of credit outstanding, as of June 30, 2019, totaled approximately \$943 million and \$80 million, respectively (calculated as our unconsolidated affiliates' total indebtedness as of such date multiplied by our percentage membership interest in such assets). We also had \$491 million of letters of credit outstanding to support contracted obligations at our project-level entities as of June 30, 2019. In addition, the indenture governing the notes permits us, subject to certain covenant limitations, to provide credit support for the obligations of the non-guarantor subsidiaries and such credit support may be effectively senior to our obligations under the notes. Further, the indenture governing the notes allows us to transfer assets, including certain specified facilities, to the non-guarantor subsidiaries.

We may not have access to the cash flow and other assets of our subsidiaries that may be needed to make payment on the notes.

Much of our business is conducted through our subsidiaries. Although certain of our subsidiaries will guarantee the notes, some of our subsidiaries will not become guarantors and thus will not be obligated to make funds available to us for payment on the notes. Our ability to make payments on the notes will be dependent on the earnings and the distribution of funds from subsidiaries, some of which are non-guarantors. Our subsidiaries are permitted under the terms of the indenture to incur additional indebtedness that may restrict or prohibit the making of distributions, the payment of dividends or the making of loans by such subsidiaries to us. We cannot assure you that the agreements governing the current and future indebtedness of our subsidiaries will permit our subsidiaries to provide us with sufficient dividends, distributions or loans to fund payments on the notes when due. Furthermore, certain of our subsidiaries and affiliates are already subject to project financing. Such entities will not guarantee our obligations on the notes. The debt agreements of these subsidiaries and project affiliates generally restrict their ability to pay dividends, make distributions or otherwise transfer funds to us.

We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture governing the notes.

Upon the occurrence of certain specific kinds of change of control events, we will be required to offer to repurchase all outstanding notes at 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of repurchase. However, it is possible that we will not have sufficient funds at the time of a change of control to make the required repurchase of notes and/or that restrictions in our Revolving Credit Facility or other senior indebtedness will not allow such repurchases. In addition, certain important corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, would not constitute a "Change of Control" under the indenture. See "Description of the Notes—Repurchase at the Option of Holders."

Federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors.

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee can be voided, or claims in respect of a guarantee can be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee; and
- was insolvent or rendered insolvent by reason of such incurrence; or
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In addition, any payment by that guarantor pursuant to its guarantee can be voided and required to be returned to the guarantor, or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor will be considered insolvent if:

- the sum of its debts, including contingent liabilities, is greater than the fair saleable value of all of its assets; or
- if the present fair saleable value of its assets is less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it cannot pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each guarantor, after giving effect to its guarantee of the notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the notes.

The Exchange Notes will be registered under the Securities Act, but will constitute a new issue of securities for which there is no established trading market. We do not intend to have the notes listed on a national securities exchange or included in any automated quotation system.

The liquidity of any market for the notes will depend upon the number of holders of the notes, our performance, the market for similar securities, the interest in securities dealers making a market in the notes and other factors. Therefore, we cannot assure you that an active market for the notes or exchange notes will develop or, if developed, that it will continue. If an active market does not develop or is not maintained, the price and liquidity of the notes will be adversely affected.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. We cannot assure you that the market, if any, for the Exchange Notes will be free from similar disruptions or that any such disruptions may not adversely affect the prices at which you may sell your notes.

We offered the Old Notes in reliance upon an exemption from registration under the Securities Act and applicable state securities laws. Therefore, the Old Notes may be transferred or resold only in a transaction registered under or exempt from the Securities Act and applicable state securities laws. We are conducting the exchange offer pursuant to an effective registration statement, whereby we are offering to exchange the Old Notes for nearly identical notes that you will be able to trade without registration under the Securities Act provided you are not one of our affiliates. We cannot assure you that this exchange offer will be conducted in a timely fashion. Moreover, we cannot assure you that an active or liquid trading market for the Exchange Notes will develop. See "Exchange Offer."

Risks related to the exchange offer

Holders of Old Notes who fail to exchange their Old Notes in the exchange offer will continue to be subject to restrictions on transfer.

If you do not exchange your Old Notes for Exchange Notes in the exchange offer, you will continue to be subject to the restrictions on transfer applicable to the Old Notes. The restrictions on transfer of your Old Notes arise because we issued the Old Notes under exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer or sell the Old Notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from these requirements. We do not plan to register the Old Notes under the Securities Act. For further information regarding the consequences of tendering your Old Notes in the exchange offer, see the discussion under the caption "Exchange Offer—Consequences of failure to exchange."

You must comply with the exchange offer procedures in order to receive new, freely tradable Exchange Notes.

Delivery of Exchange Notes in exchange for Old Notes tendered and accepted for exchange pursuant to the exchange offer will be made only after timely receipt by the exchange agent of the following:

- certificates for outstanding notes or a book-entry confirmation of a book-entry transfer of outstanding notes into the exchange agent's account at DTC, as depository, including an agent's message, as defined in this prospectus, if the tendering holder does not deliver a letter of transmittal;

- a complete and signed letter of transmittal, or facsimile copy, with any required signature guarantees, or, in the case of a book-entry transfer, an agent's message in place of the letter of transmittal; and
- any other documents required by the letter of transmittal.

Therefore, holders of Old Notes who would like to tender Old Notes in exchange for Exchange Notes should allow enough time for the necessary documents to be timely received by the exchange agent. We are not required to notify you of defects or irregularities in tenders of Old Notes for exchange. Exchange Notes that are not tendered or that are tendered but we do not accept for exchange will, following consummation of the exchange offer, continue to be subject to the existing transfer restrictions under the Securities Act and, upon consummation of the exchange offer, certain registration and other rights under the Registration Rights Agreement will terminate. See "Exchange Offer—Procedures for tendering Old Notes through brokers and banks" and "Exchange Offer—Consequences of failure to exchange."

Some holders who exchange their Old Notes may be deemed to be underwriters, and these holders will be required to comply with the registration and prospectus delivery requirements in connection with any resale transaction.

If you exchange your Old Notes in the exchange offer for the purpose of participating in a distribution of the Exchange Notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

An active trading market may not develop for the Exchange Notes.

The Exchange Notes have no established trading market and will not be listed on any securities exchange. The initial purchasers are not obligated to make a market in the Exchange Notes. The liquidity of any market for the exchange notes will depend upon various factors, including:

- the number of holders of the exchange notes;
- the interest of securities dealers in making a market for the Exchange Notes;
- the overall market for high yield securities;
- our financial performance or prospects; and
- the prospects for companies in our industry generally.

Accordingly, we cannot assure you that a market or liquidity will develop for the Exchange Notes.

FORWARD-LOOKING STATEMENTS

This prospectus, including the information incorporated into this prospectus by reference, contains "forward-looking statements," which involve risks and uncertainties. All statements, other than statements of historical facts, that are included in or incorporated by reference into this prospectus, or made in presentations, in response to questions or otherwise, that address activities, events or developments that we expect or anticipate to occur in the future, including such matters as projections, capital allocation, future capital expenditures, business strategy, competitive strengths, goals, future acquisitions or dispositions, development or operation of power generation assets, market and industry developments and the growth of our business and operations (often, but not always, through the use of words or phrases such as "believes," "plans," "intends," "will likely result," "are expected to," "will continue," "is anticipated," "estimated," "projection," "target," "goal," "objective," "outlook" and similar expressions), are forward-looking statements. These factors, risks and uncertainties include the factors described elsewhere in this prospectus, under Item 1A—Risk Factors in Part I of the 2018 Form 10-K and in Part II of the First Quarter Form 10-Q and the Second Quarter Form 10-Q, each of which is incorporated in this prospectus by reference, as well as the following:

- Potential risks related to the PG&E Bankruptcy;
- Our ability to maintain and grow our quarterly distributions;
- Potential risks related to our relationships with GIP and CEG;
- Our ability to successfully transition services previously provided by NRG;
- Our ability to successfully identify, evaluate and consummate acquisitions from third parties;
- Our ability to acquire assets from GIP or CEG;
- Our ability to raise additional capital due to our indebtedness, corporate structure, market conditions or otherwise;
- Changes in law, including judicial decisions;
- Hazards customary to the power production industry and power generation operations such as fuel and electricity price volatility, unusual weather conditions (including wind and solar conditions), catastrophic weather-related or other damage to facilities, unscheduled generation outages, maintenance or repairs, unanticipated changes to fuel supply costs or availability due to higher demand, shortages, transportation problems or other developments, environmental incidents, or electric transmission or gas pipeline system constraints and the possibility that we may not have adequate insurance to cover losses as a result of such hazards;
- Our ability to operate our businesses efficiently, manage maintenance capital expenditures and costs effectively, and generate earnings and cash flows from our asset-based businesses in relation to our debt and other obligations;
- The willingness and ability of counterparties to our offtake agreements to fulfill their obligations under such agreements;
- Our ability to enter into contracts to sell power and procure fuel on acceptable terms and prices as current offtake agreements expire;
- Government regulation, including compliance with regulatory requirements and changes in market rules, rates, tariffs and environmental laws;
- Operating and financial restrictions placed on the Company that are contained in the project-level debt facilities and other agreements of certain subsidiaries and project-level subsidiaries

generally, in the Clearway Energy Operating LLC amended and restated revolving credit facility and in the indentures governing the Senior Notes;

- Cyber terrorism and inadequate cybersecurity, or the occurrence of a catastrophic loss and the possibility that we may not have adequate insurance to cover losses resulting from such hazards or the inability of our insurers to provide coverage;
- Our ability to engage in successful mergers and acquisitions activity; and
- Our ability to borrow additional funds and access capital markets, as well as our substantial indebtedness and the possibility that we may incur additional indebtedness going forward.

Any forward-looking statement speaks only as of the date on which it is made, and except as may be required by applicable law, we undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. The foregoing review of factors that could cause our actual results to differ from those contemplated in any forward-looking statements included in this prospectus or incorporated herein by reference should not be construed as exhaustive.

EXCHANGE OFFER

Purpose of the exchange offer

The exchange offer is designed to provide holders of Old Notes with an opportunity to acquire Exchange Notes which, unlike the Old Notes, will be freely transferable at all times, subject to any restrictions on transfer imposed by state "blue sky" laws and provided that the holder is not our affiliate within the meaning of the Securities Act and represents that the Exchange Notes are being acquired in the ordinary course of the holder's business and the holder is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes.

The Old Notes were originally issued and sold on October 1, 2018, to the initial purchasers, pursuant to the purchase agreement dated September 17, 2018. The Old Notes were issued and sold in a transaction not registered under the Securities Act in reliance upon the exemption provided by Section 4 (2) of the Securities Act. The concurrent resale of the Old Notes by the initial purchasers to investors was done in reliance upon the exemptions provided by Rule 144A and Regulation S promulgated under the Securities Act. The Old Notes may not be reoffered, resold or transferred other than (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the U.S. to a non-U.S. person in a transaction complying with Rule 903 or Rule 904 of Regulation S under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 promulgated under the Securities Act (if available), (v) in accordance with another exemption from the registration requirements of the Securities Act or (vi) pursuant to an effective registration statement under the Securities Act.

In connection with the original issuance and sale of the Old Notes, we entered into the Registration Rights Agreement, pursuant to which we agreed to file with the SEC a registration statement covering the exchange by us of the Exchange Notes for the Old Notes, pursuant to the exchange offer. The Registration Rights Agreement provides that we will file with the SEC an exchange offer registration statement on an appropriate form under the Securities Act and offer to holders of Old Notes who are able to make certain representations the opportunity to exchange their Old Notes for Exchange Notes. Under some circumstances, holders of the Old Notes, including holders who are not permitted to participate in the exchange offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of Old Notes to these holders.

Under existing interpretations by the Staff of the SEC as set forth in no-action letters issued to third parties in other transactions, the Exchange Notes would, in general, be freely transferable after the exchange offer without further registration under the Securities Act; provided, however, that in the case of broker-dealers participating in the exchange offer, a prospectus meeting the requirements of the Securities Act must be delivered by such broker-dealers in connection with resales of the Exchange Notes. We have agreed to furnish a prospectus meeting the requirements of the Securities Act to any such broker-dealer for use in connection with any resale of any Exchange Notes acquired in the exchange offer. A broker-dealer that delivers such a prospectus to purchasers in connection with such resales will be subject to certain of the civil liability provisions under the Securities Act and will be bound by the provisions of the Registration Rights Agreement (including certain indemnification rights and obligations).

We do not intend to seek our own interpretation regarding the exchange offer, and we cannot assure you that the Staff of the SEC would make a similar determination with respect to the Exchange Notes as it has in other interpretations to third parties.

Terms of the exchange offer; period for tendering outstanding Old Notes

Upon the terms and subject to the conditions set forth in this prospectus, we will accept any and all Old Notes that were acquired pursuant to Rule 144A or Regulation S validly tendered and not

withdrawn prior to 12:00 midnight, New York City time, on the expiration date of the exchange offer. We will issue \$1,000 principal amount of Exchange Notes in exchange for each \$1,000 principal amount of Old Notes accepted in the exchange offer. We will issue the Exchange Notes promptly after expiration of the exchange offer.

Holders may tender some or all of their Old Notes pursuant to the exchange offer. However, Old Notes may be tendered only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof.

The form and terms of the Exchange Notes are the same as the form and terms of the outstanding Old Notes except that:

- the Exchange Notes will be registered under the Securities Act and will not have legends restricting their transfer; and
- the Exchange Notes will not contain the registration rights and liquidated damages provisions contained in the outstanding Old Notes.

The Exchange Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the indenture governing the Old Notes.

We intend to conduct the exchange offer in accordance with the applicable requirements of the Exchange Act, and the rules and regulations of the SEC.

We will be deemed to have accepted validly tendered Old Notes when, as and if we have given oral (promptly confirmed in writing) or written notice of our acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us.

If any tendered Old Notes are not accepted for exchange because of an invalid tender or the occurrence of certain specified events set forth in this prospectus, the certificates for any unaccepted Old Notes will be promptly returned, without expense, to the tendering holder.

Holders who tender Old Notes in the exchange offer will not be required to pay brokerage commissions or fees or transfer taxes with respect to the exchange of Old Notes pursuant to the exchange offer. We will pay all charges and expenses, other than transfer taxes in certain circumstances, in connection with the exchange offer. See "—Fees and expenses" and "—Transfer taxes" below.

The exchange offer will remain open for at least 20 full business days. The term "expiration date" will mean 12:00 midnight, New York City time, on _____, 2019, unless we extend the exchange offer, in which case the term "expiration date" will mean the latest date and time to which the exchange offer is extended.

To extend the exchange offer, prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date, we will:

- notify the exchange agent of any extension by oral notice (promptly confirmed in writing) or written notice, and
- mail to the registered holders an announcement of any extension, and issue a notice by press release or other public announcement before such expiration date.

We reserve the right:

- if any of the conditions below under the heading "Conditions to the Exchange Offer" shall have not been satisfied, to delay accepting any Old Notes in connection with the extension of the exchange offer, to extend the exchange offer, or to terminate the exchange offer, or

- to amend the terms of the exchange offer in any manner, provided however, that if we amend the exchange offer to make a material change, including the waiver of a material condition, we will extend the exchange offer, if necessary, to keep the exchange offer open for at least five business days after such amendment or waiver; provided further, that if we amend the exchange offer to change the percentage of Notes being exchanged or the consideration being offered, we will extend the exchange offer, if necessary, to keep the exchange offer open for at least ten business days after such amendment or waiver.

Any delay in acceptance, extension, termination or amendment will be followed promptly by oral or written notice by us to the registered holders.

Required representations

To participate in the exchange offer, we require that you represent to us, among other things, that:

- you or any other person acquiring Exchange Notes in exchange for your Old Notes in the exchange offer is acquiring them in the ordinary course of business;
- neither you nor any other person acquiring Exchange Notes for your Old Notes in the exchange offer is engaging in or intends to engage in (or entered into any arrangement or understanding with any person to participate in) a distribution of the Exchange Notes within the meaning of the federal securities laws;
- neither you nor any other person acquiring Exchange Notes for your Old Notes in the exchange offer is our "affiliate" as defined under Rule 405 of the Securities Act;
- if you or another person acquiring Exchange Notes in exchange for Old Notes in the exchange offer is a broker dealer:
 - the Old Notes to be exchanged for Exchange Notes were acquired as a result of market-making activities or other trading activities;
 - neither you nor any other person acquiring Exchange Notes for your Old Notes in the exchange offer has entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the Exchange Notes; and
 - you or such other person acquiring Exchange Notes for your Old Notes in the exchange offer will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes (by so representing and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act); and
 - you are not acting on behalf of any person or entity that could not truthfully make those representations.

BY TENDERING YOUR OLD NOTES YOU ARE DEEMED TO HAVE MADE THESE REPRESENTATIONS.

Broker-dealers who cannot make the representations above cannot use this exchange offer prospectus in connection with resales of the Exchange Notes issued in the exchange offer.

Resale of Exchange Notes

Based on interpretations of the SEC Staff set forth in no-action letters issued to unrelated third parties, we believe that Exchange Notes issued in the exchange offer in exchange for Old Notes may be

offered for resale, resold and otherwise transferred by any Exchange Note holder without compliance with the registration and prospectus delivery provisions of the Securities Act, if:

- such holder is not an "affiliate" of ours within the meaning of Rule 405 under the Securities Act;
- such Exchange Notes are acquired in the ordinary course of the holder's business; and
- the holder does not intend to participate in the distribution of such Exchange Notes.

Any holder who tenders in the exchange offer with the intention of participating in any manner in a distribution of the Exchange Notes, who is an affiliate of ours or who is a broker or dealer who acquired Old Notes directly from us:

- cannot rely on the position of the Staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

If, as stated above, a holder cannot rely on the position of the Staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters, any effective registration statement used in connection with a secondary resale transaction must contain the selling security holder information required by Item 507 of Regulation S-K under the Securities Act.

With regard to broker-dealers, only broker-dealers that acquired the Old Notes as a result of market-making activities or other trading activities may participate in the exchange offer. Each broker-dealer that receives Exchange Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes. See "Plan of Distribution."

This prospectus may be used for an offer to resell, for the resale or for other retransfer of Exchange Notes only as specifically set forth in this prospectus.

Please read the section captioned "Plan of Distribution" for more details regarding these procedures for the transfer of Exchange Notes.

Procedures for tendering Old Notes through brokers and banks

Since the Old Notes are represented by global book-entry notes, DTC, as depositary, or its nominee is treated as the registered holder of the Old Notes and will be the only entity that can tender your Old Notes for Exchange Notes. Therefore, to tender Old Notes subject to this exchange offer and to obtain Exchange Notes, you must instruct the institution where you keep your Old Notes to tender your Old Notes on your behalf so that they are received on or prior to the expiration of this exchange offer.

YOU SHOULD CONSULT YOUR ACCOUNT REPRESENTATIVE AT THE BROKER OR BANK WHERE YOU KEEP YOUR OLD NOTES TO DETERMINE THE PREFERRED PROCEDURE.

IF YOU WISH TO ACCEPT THIS EXCHANGE OFFER, PLEASE INSTRUCT YOUR BROKER OR ACCOUNT REPRESENTATIVE IN TIME FOR YOUR OLD NOTES TO BE TENDERED BEFORE THE 12:00 MIDNIGHT (NEW YORK CITY TIME) DEADLINE ON _____, 2019.

You may tender some or all of your Old Notes in this exchange offer. However, your Old Notes may be tendered only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof.

When you tender your outstanding Old Notes and we accept them, the tender will be a binding agreement between you and us as described in this prospectus.

The method of delivery of outstanding Old Notes and all other required documents to the exchange agent is at your election and risk.

We will decide all questions about the validity, form, eligibility, acceptance and withdrawal of tendered Old Notes. We reserve the absolute right to:

- reject any and all tenders of any particular Old Note not properly tendered;
- refuse to accept any Old Note if, in our reasonable judgment or the judgment of our counsel, the acceptance would be unlawful; and
- waive any defects or irregularities or conditions of the exchange offer as to any particular Old Notes before the expiration of the offer.

Our interpretation of the terms and conditions of the exchange offer will be final and binding on all parties. You must cure any defects or irregularities in connection with tenders of Old Notes as we will reasonably determine. Neither us, the exchange agent nor any other person will incur any liability for failure to notify you of any defect or irregularity with respect to your tender of Old Notes. If we waive any terms or conditions with respect to a noteholder, we will extend the same waiver to all noteholders with respect to that term or condition being waived.

Procedures for brokers and custodian banks; DTC ATOP accounts

In order to accept this exchange offer on behalf of a holder of Old Notes you must submit or cause your DTC participant to submit an Agent's Message as described below.

The exchange agent, on our behalf, will seek to establish separate Automated Tender Offer Program ("ATOP") accounts with respect to each series of outstanding Old Notes at DTC promptly after the delivery of this prospectus. Any financial institution that is a DTC participant, including your broker or bank, may make book-entry tender of outstanding Old Notes by causing the book-entry transfer of such Old Notes into the relevant ATOP account in accordance with DTC's procedures for such transfers. Although delivery of the Old Notes may be effected through book-entry transfer into the exchange agent's account at DTC, unless an Agent's Message is received by the exchange agent in compliance with ATOP procedures, an appropriate letter of transmittal properly completed and duly executed with any required signature guarantee and all other required documents must in each case be transmitted to and received or confirmed by the exchange agent at its address set forth in this prospectus prior to 12:00 midnight, New York City time on the expiration date. The confirmation of a book entry transfer into the ATOP account as described above is referred to herein as a "Book-Entry Confirmation."

The term "Agent's Message" means a message transmitted by the DTC participants to DTC, and thereafter transmitted by DTC to the exchange agent, forming a part of the Book-Entry Confirmation which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message stating that such participant has received the letter of transmittal and this prospectus and agrees to be bound by the terms of the letter of transmittal and the exchange offer set forth in this prospectus and that we may enforce such agreement against the participant.

Each Agent's Message must include the following information:

- Name of the beneficial owner tendering such Old Notes;
- Account number of the beneficial owner tendering such Old Notes;
- Principal amount of Old Notes tendered by such beneficial owner; and

- A confirmation that the beneficial holder of the Old Notes tendered has made the representations for our benefit set forth under "—Required representations."

BY SENDING AN AGENT'S MESSAGE THE DTC PARTICIPANT IS DEEMED TO HAVE CERTIFIED THAT THE BENEFICIAL HOLDER FOR WHOM NOTES ARE BEING TENDERED HAS BEEN PROVIDED WITH A COPY OF THIS PROSPECTUS.

The delivery of Old Notes through DTC, delivery of a letter of transmittal, and any transmission of an Agent's Message through ATOP, is at the election and risk of the person tendering Old Notes. We will ask the exchange agent to instruct DTC to promptly return those Old Notes, if any, that were tendered through ATOP but were not accepted by us, to the DTC participant that tendered such Old Notes on behalf of holders of the Old Notes.

THE AGENT'S MESSAGE MUST BE TRANSMITTED TO THE EXCHANGE AGENT ON OR BEFORE 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THE EXPIRATION DATE.

Acceptance of outstanding Old Notes for exchange; Delivery of Exchange Notes

We will accept validly tendered Old Notes when the conditions to the exchange offer have been satisfied or we have waived them. We will have accepted your validly tendered Old Notes when we have given oral (promptly confirmed in writing) or written notice to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us. We will issue the Exchange Notes promptly after termination of the exchange offer. If we do not accept any tendered Old Notes for exchange by book-entry transfer because of an invalid tender or other valid reason, we will credit the Old Notes to an account maintained with DTC promptly after the exchange offer terminates or expires.

Guaranteed delivery procedures

If you desire to tender Old Notes pursuant to the exchange offer and (1) time will not permit your letter of transmittal and all other required documents to reach the exchange agent on or prior to the expiration date, or (2) the procedures for book-entry transfer (including delivery of an agent's message) cannot be completed on or prior to the expiration date, you may nevertheless tender such Old Notes with the effect that such tender will be deemed to have been received on or prior to the expiration date if all the following conditions are satisfied:

- you must effect your tender through an "eligible guarantor institution";
- a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by us herewith, or an agent's message with respect to guaranteed delivery that is accepted by us, is received by the exchange agent on or prior to the expiration date as provided below; and
- a book-entry confirmation of the transfer of such notes into the exchange agent account at DTC as described above, together with a letter of transmittal (or a manually signed facsimile of the letter of transmittal) properly completed and duly executed, with any signature guarantees and any other documents required by the letter of transmittal or a properly transmitted agent's message, are received by the exchange agent within three business days after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by hand delivery, facsimile transmission or mail to the exchange agent and must include a guarantee by an eligible guarantor institution in the form set forth in the notice of guaranteed delivery.

Withdrawal rights

You may withdraw your tender of Old Notes at any time before 12:00 midnight, New York City time, on the expiration date.

For a withdrawal to be effective, you should contact your bank or broker where your Old Notes are held and have them send a telegram, telex, letter or facsimile transmission notice of withdrawal (or in the case of Old Notes transferred by book-entry transfer, an electronic ATOP transmission notice of withdrawal) so that it is received by the exchange agent before 12:00 midnight, New York City time, on the expiration date. Such notice of withdrawal must:

- specify the name of the person that tendered the Old Notes to be withdrawn;
- identify the Old Notes to be withdrawn, including the CUSIP number and principal amount at maturity of the Old Notes; specify the name and number of an account at the DTC to which your withdrawn Old Notes can be credited;
- if applicable, be signed by the holder in the same manner as the original signature on the letter of transmittal by which such Old Notes were tendered, with any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the Old Notes register the transfer of such Old Notes into the name of the person withdrawing the tender; and
- specify the name in which any such notes are to be registered, if different from that of the registered holder.

We will decide all questions as to the validity, form and eligibility of the notices and our determination will be final and binding on all parties. Any tendered Old Notes that you withdraw will not be considered to have been validly tendered. We will promptly return any outstanding Old Notes that have been tendered but not exchanged, or credit them to the DTC account. You may re-tender properly withdrawn Old Notes by following one of the procedures described above before the expiration date.

Conditions to the exchange offer

Notwithstanding any other provision of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange, or to issue Exchange Notes in exchange for, any outstanding Old Notes and may terminate the exchange offer (whether or not any Old Notes have been accepted for exchange) or amend the exchange offer, if any of the following conditions has occurred or exists or has not been satisfied, or has not been waived by us, prior to the expiration date:

- there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission:
 - (1) seeking to restrain or prohibit the making or completion of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result of this transaction;
 - (2) resulting in a material delay in our ability to accept for exchange or exchange some or all of the Old Notes in the exchange offer;
 - (3) any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any governmental authority, domestic or foreign; or

- any action has been taken, proposed or threatened, by any governmental authority, domestic or foreign, that would, directly or indirectly, result in any of the consequences referred to in clauses (1), (2) or (3) above or would result in the holders of Exchange Notes having obligations with respect to resales and transfers of Exchange Notes which are greater than those described in the interpretation of the SEC referred to above;
- any of the following has occurred:
 - (1) any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market;
 - (2) any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the exchange offer;
 - (3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the U.S. or any limitation by any governmental agency or authority which adversely affects the extension of credit;
 - (4) a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the U.S., or, in the case of any of the preceding events existing at the time of the commencement of the exchange offer, a material acceleration or worsening of these calamities; or
- any change, or any development involving a prospective change, has occurred or been threatened in our business, financial condition, operations or prospects and those of our subsidiaries taken as a whole that is or may be adverse to us, or we have become aware of facts that have or may have an adverse impact on the value of the Old Notes or the Exchange Notes;
- there shall occur a change in the current interpretation by the Staff of the SEC which permits the Exchange Notes issued pursuant to the exchange offer in exchange for Old Notes to be offered for resale, resold and otherwise transferred by holders thereof (other than broker-dealers and any such holder which is our affiliate within the meaning of Rule 405 promulgated under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person to participate in the distribution of such Exchange Notes;
- any law, statute, rule or regulation shall have been adopted or enacted which would impair our ability to proceed with the exchange offer;
- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement, or proceedings shall have been initiated or, to our knowledge, threatened for that purpose, or any governmental approval necessary for the consummation of the exchange offer as contemplated hereby has not been obtained; or
- we have received an opinion of counsel experienced in such matters to the effect that there exists any actual or threatened legal impediment (including a default or prospective default under an agreement, indenture or other instrument or obligation to which we are a party or by which we are bound) to the consummation of the transactions contemplated by the exchange offer.

If any of the foregoing events or conditions has occurred or exists or has not been satisfied, we may, subject to applicable law, terminate the exchange offer (whether or not any Old Notes have been accepted for exchange) or may waive any such condition or otherwise amend the terms of the exchange offer in any respect. If such waiver or amendment constitutes a material change to the exchange offer, we will promptly disclose such waiver or amendment by means of a prospectus supplement that will be

distributed to the registered holders of the Old Notes and will extend the exchange offer to the extent required by Rule 14e-1 promulgated under the Exchange Act.

These conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions, or we may waive them, in whole or in part, provided that we will not waive any condition with respect to an individual holder of Old Notes unless we waive that condition for all such holders. Any reasonable determination made by us concerning an event, development or circumstance described or referred to above will be final and binding on all parties. Our failure at any time to exercise any of the foregoing rights will not be a waiver of our rights and each such right will be deemed an ongoing right which may be asserted at any time before the expiration of the exchange offer.

Exchange agent

We have appointed Delaware Trust Company as the exchange agent for the exchange offer. You should direct questions, requests for assistance, and requests for additional copies of this prospectus and the letter of transmittal that may accompany this prospectus to the exchange agent addressed as follows:

DELAWARE TRUST COMPANY, EXCHANGE AGENT

*By Registered or Certified Mail or
Overnight Carrier:*

Delaware Trust Company
251 Little Falls Drive
Wilmington, DE 19808
Attention: Trust Administration

*Facsimile Transmission:
(for eligible institutions only)*

(302) 636-8666

Confirm by Telephone:

(877) 374-6010

By Hand Delivery:

Delaware Trust Company
251 Little Falls Drive
Wilmington, DE 19808
Attention: Trust Administration

Delivery to an address other than set forth above will not constitute a valid delivery.

Fees and expenses

The principal solicitation is being made through DTC by Delaware Trust Company, as exchange agent on our behalf. We will pay the exchange agent customary fees for its services, reimburse the exchange agent for its reasonable costs and expenses (including reasonable fees, costs and expenses of its counsel) incurred in connection with the provisions of these services and pay other registration expenses, including registration and filing fees, fees and expenses of compliance with federal securities and state blue sky securities laws, printing expenses, messenger and delivery services and telephone, fees and disbursements to our counsel, application and filing fees and any fees and disbursements to our independent certified public accountants. We will not make any payment to brokers, dealers, or others soliciting acceptances of the exchange offer except for reimbursement of mailing expenses.

Additional solicitations may be made by telephone, facsimile or in person by our and our affiliates' officers employees and by persons so engaged by the exchange agent.

Accounting treatment

The Exchange Notes will be recorded at the same carrying value as the existing Old Notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes. The expenses of the exchange offer will be capitalized and expensed over the term of the Exchange Notes.

Transfer taxes

If you tender outstanding Old Notes for exchange you will not be obligated to pay any transfer taxes. However, if you instruct us to register Exchange Notes in the name of, or request that your Old Notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder, you will be responsible for paying any transfer tax owed.

YOU MAY SUFFER ADVERSE CONSEQUENCES IF YOU FAIL TO EXCHANGE OUTSTANDING OLD NOTES.

If you do not tender your outstanding Old Notes, you will not have any further registration rights, except for the rights described in the Registration Rights Agreement and described above, and your Old Notes will continue to be subject to the provisions of the respective indenture governing the Old Notes regarding transfer and exchange of the Old Notes and the restrictions on transfer of the Old Notes imposed by the Securities Act and states securities law when we complete the exchange offer. These transfer restrictions are required because the Old Notes were issued under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, if you do not tender your Old Notes in the exchange offer, your ability to sell your Old Notes could be adversely affected. Once we have completed the exchange offer, holders who have not tendered notes will not continue to be entitled to any increase in interest rate that the indenture governing the Old Note provides for if we do not complete the exchange offer.

Consequences of failure to exchange

The Old Notes that are not exchanged for Exchange Notes pursuant to the exchange offer will remain restricted securities. Accordingly, the Old Notes may be resold only:

- to us upon redemption thereof or otherwise;
- so long as the outstanding securities are eligible for resale pursuant to Rule 144A, to a person inside the U.S. who is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A, in accordance with Rule 144 under the Securities Act, or pursuant to another exemption from the registration requirements of the Securities Act, which other exemption is based upon an opinion of counsel reasonably acceptable to us;
- outside the U.S. to a foreign person in a transaction meeting the requirements of Rule 904 under the Securities Act; or
- pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the U.S.

Under certain limited circumstances, the Registration Rights Agreement requires that we file a shelf registration statement if:

- we are not permitted by applicable law or SEC policy to file a registration statement covering the exchange offer or to consummate the exchange offer; or
- any holder of the Old Notes notifies the Issuer prior to the 20th calendar day following the consummation of the exchange offer that:
 - it is prohibited by law or SEC policy from participating in the exchange offer;
 - it may not resell the Exchange Notes acquired by it in the exchange offer to the public without delivering a prospectus and this prospectus is not appropriate or available for such resales; or

- it is a broker-dealer and owns Old Notes acquired directly from the Issuer or an affiliate of the Issuer.

We will also register the Exchange Notes under the securities laws of jurisdictions that holders may request before offering or selling notes in a public offering. We do not intend to register Exchange Notes in any jurisdiction unless a holder requests that we do so.

Old Notes may be subject to restrictions on transfer until:

- a person other than a broker-dealer has exchanged the Old Notes in the exchange offer;
- a broker-dealer has exchanged the Old Notes in the exchange offer and sells them to a purchaser that receives a prospectus from the broker, dealer on or before the sale;
- the Old Notes are sold under an effective shelf registration statement that we have filed; or
- the Old Notes are sold to the public under Rule 144 of the Securities Act

USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations under the Registration Rights Agreement. We will not receive any cash proceeds, or otherwise, from the issuance of the Exchange Notes. The Old Notes properly tendered and exchanged for Exchange Notes will be retired and cancelled. Accordingly, no additional debt will result from the exchange. We have agreed to bear the expense of the exchange offer.

DESCRIPTION OF THE NOTES

In this description, "Clearway Energy Operating LLC" refers only to Clearway Energy Operating LLC and not to any of its subsidiaries or parent entities.

Clearway Energy Operating LLC issued the Old Notes under an indenture (the "indenture") among Clearway Energy Operating LLC, the Guarantors named therein and Delaware Trust Company, as trustee. The terms of the Exchange Notes offered in exchange for the Old Notes will be substantially identical to the terms of the Old Notes, except that the Exchange Notes are registered under the Securities Act, and the transfer restrictions, registration rights and related additional interest terms applicable to the Old Notes (as described under "Exchange Offer—Purpose of the exchange offer") will not apply to the Exchange Notes. As a result, we refer to the Exchange Notes and the Old Notes collectively as the "notes" for purposes of the following summary.

The statements under this caption relating to the indenture and the notes are summaries and are not a complete description thereof, and where reference is made to particular provisions, such provisions, including the definitions of certain terms, are qualified in their entirety by reference to all of the provisions of the indenture and the notes and those terms made part of the indenture by the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

The definitions of certain capitalized terms used in the following summary are set forth under the caption "—Certain Definitions." Certain defined terms used in this description but not defined below under "—Certain Definitions" have the meanings assigned to them in the indenture and the registration rights agreement. Copies of the indenture are available upon request from Clearway Energy Operating LLC. We urge you to read these documents carefully because they, and not the following description, govern your rights as a holder.

The registered holder of a note is treated as the owner of it for all purposes. Only registered holders of notes have rights under the indenture.

Brief Description of the Notes

The notes:

- will be general unsecured obligations of Clearway Energy Operating LLC;
- will be *pari passu* in right of payment with all existing and future senior Indebtedness of Clearway Energy Operating LLC, including Clearway Energy Operating LLC's Indebtedness under the Credit Agreement;
- will be senior in right of payment to any future subordinated Indebtedness of Clearway Energy Operating LLC; and
- will be unconditionally guaranteed on a joint and several basis by the Guarantors.

The notes will be effectively subordinated to all borrowings under the Credit Agreement, which is secured by substantially all of the assets of Clearway Energy Operating LLC and the Guarantors, and any other secured Indebtedness (including any secured Hedging Obligations) of Clearway Energy Operating LLC or the Guarantors, in each case to the extent of the value of the assets that secure the Credit Agreement or such other secured Indebtedness. See "Risk Factors—Risks related to the notes—In the event of a bankruptcy or insolvency, holders of our secured indebtedness and other secured obligations will have a prior secured claim to any collateral securing such indebtedness or other obligations."

The Parent Guarantor

The notes will be guaranteed by Clearway LLC (the "*Parent Guarantor*"). The Parent Guarantee of the notes:

- will be a general unsecured obligation of the Parent Guarantor;
- will be *pari passu* in right of payment with all existing and future senior Indebtedness of the Parent Guarantor, including the Parent Guarantor's guarantee under the Credit Agreement; and
- will be senior in right of payment to any future subordinated Indebtedness of the Parent Guarantor.

However, the Parent Guarantor's guarantee of the notes will be effectively subordinated to the Parent Guarantor's guarantee under the Credit Agreement and any other secured Indebtedness of the Parent Guarantor (including any secured Hedging Obligations), in each case, to the extent of the value of the assets of the Parent Guarantor that secure the Credit Agreement or such other secured Indebtedness.

The Subsidiary Guarantors

In addition to the Parent Guarantee, the notes will initially be guaranteed by each Wholly Owned Subsidiary of Clearway Energy Operating LLC that guarantees any obligations of Clearway Energy Operating LLC under the Credit Agreement of Clearway Energy Operating LLC. Each Subsidiary Guarantee of the notes:

- will be a general unsecured obligation of the Subsidiary Guarantor;
- will be *pari passu* in right of payment with all existing and future senior Indebtedness of that Subsidiary Guarantor, including such Subsidiary Guarantor's guarantee under the Credit Agreement; and
- will be senior in right of payment to any future subordinated Indebtedness of that Subsidiary Guarantor.

However, each Subsidiary Guarantor's guarantee of the notes will be effectively subordinated to such Subsidiary Guarantor's guarantee under the Credit Agreement and any other secured Indebtedness of such Subsidiary Guarantor (including any secured Hedging Obligations), in each case, to the extent of the value of the assets of such Subsidiary Guarantor that secure the Credit Agreement or such other secured Indebtedness.

The operations of Clearway Energy Operating LLC are primarily conducted through its subsidiaries and, therefore, Clearway Energy Operating LLC depends on the cash flow of its subsidiaries to meet its obligations, including its obligations under the notes. Not all of Clearway Energy Operating LLC's subsidiaries will guarantee the notes. The notes will be effectively subordinated in right of payment to all Indebtedness and other liabilities and commitments (including trade payables, lease obligations, project financing and other indebtedness for borrowed money and Hedging Obligations) of these non-guarantor subsidiaries. Any right of Clearway Energy Operating LLC to receive assets of any of its subsidiaries upon the subsidiary's liquidation or reorganization (and the consequent right of the holders of notes to participate in those assets) will be effectively subordinated to the claims of that subsidiary's creditors, except to the extent that Clearway Energy Operating LLC is itself recognized as a creditor of the subsidiary, in which case its claims would still be subordinated in right of payment to any security in the assets of the subsidiary and any indebtedness of the subsidiary senior to that held by Clearway Energy Operating LLC. The Subsidiary Guarantors accounted for approximately 1% of Clearway Energy Operating LLC's revenues from operations for the fiscal year ended December 31, 2018 and the six months ended June 30, 2019. The

Subsidiary Guarantors held approximately 9% of Clearway Energy Operating LLC's consolidated assets as of June 30, 2019. As of June 30, 2019, Clearway Energy Operating LLC's non-guarantor subsidiaries had approximately \$2,757 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately \$57 million.

Principal, Maturity and Interest

Clearway Energy Operating LLC will issue up to \$600.0 million aggregate principal amount of Exchange Notes in this offering. Clearway Energy Operating LLC may issue additional notes of the same series under the indenture from time to time after this offering. Any issuance of additional notes is subject to all of the covenants in the indenture. The notes and any additional notes of the same series subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase.

Clearway Energy Operating LLC will issue notes in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The notes will mature on October 15, 2025.

Interest will accrue at the rate of 5.750% per annum, and will be payable semi-annually in arrears on April 15 and October 15 of each year, commencing on April 15, 2019. Clearway Energy Operating LLC will make each interest payment to the holders of record on the immediately preceding April 1 and October 1, respectively.

Interest on the notes will accrue from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of Receiving Payments on the Notes

If a holder of notes has given wire transfer instructions to Clearway Energy Operating LLC, Clearway Energy Operating LLC will pay or cause to be paid all principal, interest and premium on that holder's notes in accordance with those instructions. All other payments on notes will be made at the office or agency of the paying agent and registrar within the City and State of New York unless Clearway Energy Operating LLC elects to make interest payments by check mailed to the holders of the notes at their address set forth in the register of holders.

Paying Agent and Registrar for the Notes

The trustee will initially act as paying agent and registrar. Clearway Energy Operating LLC may change the paying agent or registrar without prior notice to the holders of the notes, and Clearway Energy Operating LLC or any of its Subsidiaries or parent entities may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange notes in accordance with the provisions of the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders of the notes will be required to pay all taxes due on transfer. Clearway Energy Operating LLC is not required to transfer or exchange any note selected for redemption. Also, Clearway Energy Operating LLC is not required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Parent Guarantee

Clearway Energy Operating LLC's payment obligations under the notes will be guaranteed on a full and unconditional basis by the Parent Guarantor. The obligations of the Parent Guarantor under the Parent Guarantee will be limited as necessary to prevent the Parent Guarantee from constituting a

fraudulent conveyance under Applicable Law. See "Risk Factors—Risks related to the notes—Federal and state statutes allow courts, under specific circumstances, to void guarantees and require holders of the notes to return payments received from guarantors."

Subsidiary Guarantees

Clearway Energy Operating LLC's payment obligations under the notes will be guaranteed on a full and unconditional basis by each of the Subsidiary Guarantors. These Subsidiary Guarantees will be joint and several obligations of the Subsidiary Guarantors. The obligations of each Subsidiary Guarantor under its Subsidiary Guarantee will be limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance under Applicable Law. See "Risk Factors—Risks related to the notes—Federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors."

The Subsidiary Guarantee of a Subsidiary Guarantor will be released automatically:

- (1) in connection with any sale or other disposition of all or substantially all of the assets of that Subsidiary Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) Clearway Energy Operating LLC or a Subsidiary of Clearway Energy Operating LLC;
- (2) in connection with any sale or other disposition of Capital Stock of that Subsidiary Guarantor to a Person that is not (either before or after giving effect to such transaction) Clearway Energy Operating LLC or a Subsidiary of Clearway Energy Operating LLC, if following such sale or other disposition, that Subsidiary Guarantor is no longer a direct or indirect Subsidiary of Clearway Energy Operating LLC;
- (3) upon repayment in full of the notes;
- (4) upon defeasance or satisfaction and discharge of the notes as provided below under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge;"
- (5) upon a dissolution of a Subsidiary Guarantor that is permitted under the indenture; or
- (6) otherwise with respect to the Guarantee of any Subsidiary Guarantor:
 - (a) upon the prior consent of holders of at least a majority in aggregate principal amount of the notes then outstanding;
 - (b) if Clearway Energy Operating LLC has Indebtedness outstanding under the Credit Agreement at that time, upon the consent of the requisite lenders under the Credit Agreement to the release of such Subsidiary Guarantor's Guarantee of all Obligations under the Credit Agreement, or, if there is no Indebtedness of Clearway Energy Operating LLC outstanding under the Credit Agreement at that time, upon the requisite consent of the holders of all other Material Indebtedness of Clearway Energy Operating LLC that is guaranteed by such Subsidiary Guarantor at that time outstanding to the release of such Subsidiary Guarantor's Guarantee of all Obligations with respect to all such other Material Indebtedness that is guaranteed by such Subsidiary Guarantor at that time; or
 - (c) if Clearway Energy Operating LLC has Indebtedness outstanding under the Credit Agreement at that time, upon the release of such Subsidiary Guarantor's Guarantee of all Obligations of Clearway Energy Operating LLC under the Credit Agreement, or, if there is no Indebtedness of Clearway Energy Operating LLC outstanding under the Credit Agreement at that time, upon the release of such Subsidiary Guarantor's Guarantee of all Obligations with respect to all other Material Indebtedness of Clearway Energy Operating LLC at that time outstanding.

Optional Redemption

At any time prior to October 15, 2021, Clearway Energy Operating LLC may on any one or more occasions redeem up to 35% of the aggregate principal amount of the notes, upon not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 105.750% of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, to the redemption date, with an amount equal to the net cash proceeds of one or more Equity Offerings, subject to the rights of holders of the notes on the relevant record date to receive interest due on the relevant interest payment date; *provided that*:

- (1) at least 65% of the aggregate principal amount of the notes issued in this offering (excluding notes held by Clearway Energy Operating LLC, its Subsidiaries and parent entities) remains outstanding immediately after the occurrence of such redemption; and
- (2) the redemption occurs within 180 days of the date of the closing of such Equity Offering.

At any time prior to October 15, 2021, Clearway Energy Operating LLC may on any one or more occasions redeem all or a part of the notes, upon not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, the redemption date, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Except pursuant to the preceding paragraphs, the notes will not be redeemable at Clearway Energy Operating LLC's option prior to October 15, 2021.

On or after October 15, 2021, Clearway Energy Operating LLC may on any one or more occasions redeem all or a part of the notes upon not less than 15 nor more than 60 days' prior notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, on the notes redeemed, to the applicable redemption date, if redeemed during the 12-month period beginning on October 15 of the years indicated below, subject to the rights of holders of notes on the relevant record date to receive interest on the relevant interest payment date.

<u>Year</u>	<u>Percentage</u>
2021	102.875%
2022	101.437%
2023 and thereafter	100.000%

Clearway Energy Operating LLC and its affiliates are not prohibited, however, from acquiring the notes in market transactions by means other than a redemption, whether pursuant to a tender offer or otherwise, assuming such action does not otherwise violate the indenture.

Mandatory Redemption

Clearway Energy Operating LLC will not be required to make mandatory redemption or sinking fund payments with respect to the notes.

Repurchase at the Option of Holders

Change of Control Triggering Event

If a Change of Control Triggering Event occurs, each holder of notes will have the right to require Clearway Energy Operating LLC to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that holder's notes pursuant to a Change of Control Offer on the terms set forth in the indenture.

In the Change of Control Offer, Clearway Energy Operating LLC will offer a Change of Control Payment in cash equal to 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest, if any, on the notes to the date of purchase, subject to the rights of holders of the notes on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control Triggering Event, Clearway Energy Operating LLC will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 15 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. Clearway Energy Operating LLC will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the indenture, Clearway Energy Operating LLC will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the indenture by virtue of such compliance.

On the Change of Control Payment Date, Clearway Energy Operating LLC will, to the extent lawful:

- (1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;
- (2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered;
and
- (3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes being purchased by Clearway Energy Operating LLC.

The paying agent will promptly distribute to each holder of notes properly tendered the Change of Control Payment for the notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; *provided* that each new note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof. Clearway Energy Operating LLC will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require Clearway Energy Operating LLC to make a Change of Control Offer following a Change of Control Triggering Event will be applicable whether or not any other provisions of the indenture are applicable.

Except as described above with respect to a Change of Control Triggering Event, the indenture does not contain provisions that permit the holders of the notes to require that Clearway Energy Operating LLC repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

Clearway Energy Operating LLC will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by Clearway Energy Operating LLC and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the indenture as described above under the caption "—Optional Redemption," unless and until there is a default in payment of the applicable redemption price. A Change of Control Offer may be made in advance of a Change of Control Triggering Event,

with the obligation to pay and the timing of payment conditioned upon the occurrence of a Change of Control Triggering Event, if a definitive agreement to effect a Change of Control is in place at the time the Change of Control Offer is made.

If holders of not less than 90.0% in aggregate principal amount of the outstanding notes validly tender and not withdraw such notes in a Change of Control Offer and Clearway Energy Operating, or any third party making a Change of Control Offer in lieu of Clearway Energy Operating as described above, purchases all of the notes validly tendered and not withdrawn by such holders, all of the Holders of the Notes will be deemed to have validly tendered their notes and not withdrawn and, accordingly, Clearway Energy Operating will have the right, upon not less than 15 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer, to redeem all notes that remain outstanding following such purchase at a redemption price in cash equal to the applicable Change of Control Payment, plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest, if any, to the date of redemption.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of Clearway Energy Operating LLC and its Subsidiaries taken as a whole. There is a limited body of case law interpreting the phrase "substantially all," and there is no precise established definition of the phrase under Applicable Law. Accordingly, the ability of a holder of notes to require Clearway Energy Operating LLC to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Clearway Energy Operating LLC and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Selection and Notice

If less than all of the notes are to be redeemed at any time, the trustee for the notes will select notes for redemption on a pro rata basis unless otherwise required by law or applicable stock exchange requirements.

No notes of \$2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 15 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Any redemption notice may, in Clearway Energy Operating LLC's discretion, be subject to the satisfaction of one or more conditions precedent. If a redemption notice is subject to satisfaction of one or more conditions precedent, such notice will state that, at Clearway Energy Operating LLC's discretion, the redemption date may be delayed until such time as any or all such conditions are satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions have not been satisfied by the redemption date, or by the redemption date so delayed.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of notes upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of them called for redemption so long as Clearway Energy Operating LLC has deposited with the paying agent funds sufficient to pay the principal of, plus accrued and unpaid interest and premium, if any, on, the notes to be redeemed.

Certain Covenants

Liens

Clearway Energy Operating LLC will not, and will not permit any Subsidiary Guarantor, to create or permit to exist any Lien upon any Principal Property owned by Clearway Energy Operating LLC or any Subsidiary Guarantor or upon any Equity Interests issued by, or Indebtedness of, any direct or indirect Subsidiary of Clearway Energy Operating LLC to secure any Indebtedness of Clearway Energy Operating LLC or any Subsidiary Guarantor without providing for the notes to be equally and ratably secured with (or prior to) any and all such Indebtedness and any other Indebtedness similarly entitled to be equally and ratably secured, for so long as such Indebtedness is so secured; *provided, however*, that this restriction will not apply to, or prevent the creation or existence of:

(1) Liens securing Indebtedness of Clearway Energy Operating LLC or any Subsidiary Guarantor under one or more Credit Facilities in an aggregate principal amount pursuant to this clause (1), measured as of the date of creation of any such Lien and the date of incurrence of any such Indebtedness, not exceeding the greatest of (a) 20% of Total Assets, (b) \$1.0 billion and (c) 2.5 times Adjusted LTM CAFD;

(2) Existing Liens;

(3) Liens securing Indebtedness of any Person that (a) is acquired by Clearway Energy Operating LLC or any of its Subsidiaries after the date of the indenture, (b) is merged or amalgamated with or into Clearway Energy Operating LLC or any of its Subsidiaries after the date of the indenture or (c) becomes consolidated in the financial statements of Clearway Energy Operating LLC or any of its Subsidiaries after the date of the indenture in accordance with GAAP; *provided, however*, that in each case contemplated by this clause (3), such Indebtedness was not incurred in contemplation of such acquisition, merger, amalgamation or consolidation and is only secured by Liens on the Equity Interests and assets of, the Person (and Subsidiaries of the Person) acquired by, or merged or amalgamated with or into, or consolidated in the financial statements of, Clearway Energy Operating LLC or any of its Subsidiaries;

(4) Liens securing Indebtedness of Clearway Energy Operating LLC or any Subsidiary Guarantor incurred to finance (whether prior to or within 365 days after) the acquisition, construction or improvement of assets (whether through the direct purchase of assets or through the purchase of the Equity Interests of any Person owning such assets or through an acquisition of any such Person by merger); *provided, however*, that such Indebtedness is only secured by Liens on the Equity Interests and assets acquired, constructed or improved in such financing (and related contracts, intangibles, and other assets that are incidental thereto or arise therefrom (including accessions thereto and replacements or proceeds thereof));

(5) Liens in favor of Clearway Energy Operating LLC or any of its Subsidiaries;

(6) Liens securing Hedging Obligations; *provided* that such agreements were not entered into for speculative purposes (as determined by Clearway Energy Operating LLC in its reasonable discretion acting in good faith);

(7) Liens relating to current or future escrow arrangements securing Indebtedness of Clearway Energy Operating LLC or any Subsidiary Guarantor;

(8) Liens to secure Environmental CapEx Debt or Necessary CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt or Necessary CapEx Debt;

(9) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of Clearway Energy Operating LLC or any Guarantor, including rights of offset and set-off;

(10) Refinancing Liens;

(11) Liens on the stock or assets of Project Subsidiaries securing Project Debt or Tax Equity Financing of one or more Project Subsidiaries;

(12) Liens on cash and cash equivalents securing Indebtedness incurred to finance an acquisition of assets or a business or multiple businesses; *provided*, that within 180 days from the date the related Indebtedness was Incurred, such cash or cash equivalents are used to (a) fund the acquisition (or a similar transaction), including any related fees and expenses, and the related Indebtedness is (1) secured by Liens otherwise permitted under this covenant or (2) unsecured; or (b) retire or repay the Indebtedness that it secures and to pay any related fees and expenses; and

(13) other Liens, in addition to those permitted in clauses (1) through (12) above, securing Indebtedness of Clearway Energy Operating LLC or any Subsidiary Guarantor having an aggregate principal amount, measured as of the date of creation of any such Lien and the date of incurrence of any such Indebtedness, not to exceed the greater of (i) 2.0% of Total Assets and (ii) \$100.0 million.

Liens securing Indebtedness under the Credit Agreement existing on the date of the indenture will be deemed to have been incurred on such date in reliance on the exception provided by clause (1) above. For purposes of determining compliance with this "Liens" covenant, in the event that a proposed Lien meets the criteria of more than one of the categories of Liens described in clauses (1) through (13) above, Clearway Energy Operating LLC will be permitted to classify such Lien on the date of its incurrence, or later reclassify all or a portion of such Lien, in any manner that complies with this covenant.

If Clearway Energy Operating LLC or any Subsidiary Guarantor proposes to create or permit to exist any Lien upon any Principal Property owned by Clearway Energy Operating LLC or any Subsidiary Guarantor or upon any Equity Interests or Indebtedness of any direct or indirect Subsidiary of Clearway Energy Operating LLC to secure any Indebtedness, other than as permitted by clauses (1) through (13) of the previous paragraph, Clearway Energy Operating LLC will give prior written notice thereof to the trustee, who will give notice to the holders of notes, and Clearway Energy Operating LLC will further agree, prior to or simultaneously with the creation of such Lien, effectively to secure all the notes equally and ratably with (or prior to) such other Indebtedness, for so long as such other Indebtedness is so secured.

Merger, Consolidation or Sale of Assets

Neither the Parent Guarantor nor Clearway Energy Operating LLC will, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Parent Guarantor or Clearway Energy Operating LLC is the surviving Person); or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Parent Guarantor or the Parent Guarantor and its Subsidiaries taken as a whole or Clearway Energy Operating LLC or Clearway Energy Operating LLC and its Subsidiaries taken as a whole, in one or more related transactions, to another Person; unless:

(1) either: (a) the Parent Guarantor or Clearway Energy Operating LLC, as the case may be, is the surviving Person; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Parent Guarantor or Clearway Energy Operating LLC, as the case may be) or to which such sale, assignment, transfer, conveyance or other disposition has been made is a corporation, partnership or limited liability company organized or existing under the laws of the

United States, any state of the United States or the District of Columbia; *provided* that if the Person is a partnership or limited liability company, then a corporation wholly owned by such Person organized or existing under the laws of the United States, any state of the United States or the District of Columbia that does not and will not have any material assets or operations shall become a co-issuer of the notes pursuant to a supplemental indenture duly executed by the trustee;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Parent Guarantor or Clearway Energy Operating LLC, as the case may be) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of the Parent Guarantor or Clearway Energy Operating LLC, as the case may be, under the notes and the indenture pursuant to a supplemental indenture or other documents and agreements reasonably satisfactory to the trustee; and

(3) immediately after such transaction, no Default or Event of Default exists.

In addition, neither the Parent Guarantor nor Clearway Energy Operating LLC may, directly or indirectly, lease all or substantially all of its and its respective Subsidiaries' properties or assets, in one or more related transactions, to any other Person.

This "Merger, Consolidation or Sale of Assets" covenant will not apply to (1) a merger of the Parent Guarantor or Clearway Energy Operating LLC, as the case may be, with an Affiliate solely for the purpose of reforming the Parent Guarantor or Clearway Energy Operating LLC, as the case may be, in another jurisdiction or forming a direct or indirect holding company of Clearway Energy Operating LLC that is a Wholly Owned Subsidiary of the Parent Guarantor; and (2) any sale, transfer, assignment, conveyance, lease or other disposition of assets between or among the Parent Guarantor, Clearway Energy Operating LLC and their respective Subsidiaries, including by way of merger or consolidation.

Additional Guarantees

If,

(1) Clearway Energy Operating LLC or any of its Subsidiaries acquires or creates another Wholly Owned Subsidiary after the issue date and such Wholly Owned Subsidiary Guarantees any Obligations of Clearway Energy Operating LLC under the Credit Agreement, or

(2) any Wholly Owned Subsidiary of Clearway Energy Operating LLC that does not currently Guarantee any Obligations of Clearway Energy Operating LLC under the Credit Agreement subsequently Guarantees any Obligations of Clearway Energy Operating LLC under the Credit Agreement, or

(3) if there is no Indebtedness of Clearway Energy Operating LLC outstanding under the Credit Agreement at that time, any Wholly Owned Subsidiary of Clearway Energy Operating LLC (including any newly acquired or created Wholly Owned Subsidiary) Guarantees any Obligations with respect to any other Material Indebtedness of Clearway Energy Operating LLC, then such newly acquired or created Wholly Owned Subsidiary or Wholly Owned Subsidiary that subsequently fully and unconditionally Guarantees obligations under the Credit Agreement or other Material Indebtedness of Clearway Energy Operating LLC, as the case may be, will become a Guarantor of the notes and execute a supplemental indenture and deliver an opinion of counsel satisfactory to the trustee within 60 business days of the date on which it was acquired or created or guaranteed other Material Indebtedness of Clearway Energy Operating LLC, as the case may be.

Reports

Whether or not required by the Commission's rules and regulations, so long as any notes are outstanding, Clearway Energy Operating LLC will furnish or cause to be furnished to the holders of notes or cause the trustee to furnish to the holders of notes, within the time periods (including any extensions thereof) specified in the Commission's rules and regulations:

- (1) all quarterly and annual reports that would be required to be filed with the Commission on Forms 10-Q and 10-K if Clearway Energy Operating LLC were required to file such reports; and
- (2) all current reports that would be required to be filed with the Commission on Form 8-K if Clearway Energy Operating LLC were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. Each annual report on Form 10-K will include a report on Clearway Energy Operating LLC's consolidated financial statements by Clearway Energy Operating LLC's independent registered public accounting firm. In addition, after consummation of the exchange offer contemplated by the registration rights agreement, Clearway Energy Operating LLC will file a copy of each of the reports referred to in clauses (1) and (2) above with the Commission for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the Commission will not accept such a filing). To the extent such filings are made, the reports will be deemed to be furnished to the trustee and holders of notes.

If Clearway Energy Operating LLC is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, Clearway Energy Operating LLC will nevertheless continue filing the reports specified in the preceding paragraph with the Commission within the time periods specified above unless the Commission will not accept such a filing. Clearway Energy Operating LLC agrees that it will not take any action for the purpose of causing the Commission not to accept any such filings. If, notwithstanding the foregoing, the Commission will not accept Clearway Energy Operating LLC's filings for any reason, Clearway Energy Operating LLC will post the reports referred to in the preceding paragraph on the website of Clearway Inc. within the time periods that would apply if Clearway Energy Operating LLC were required to file those reports with the Commission.

So long as the Parent Guarantor continues to own, directly or indirectly, all of the Equity Interests of Clearway Energy Operating LLC, the Parent Guarantor may elect to prepare and file and furnish the quarterly, annual and current reports and consolidated financial statements referred to above in respect of the Parent Guarantor and such reports and consolidated financial statements will be deemed to satisfy the obligations of Clearway Energy Operating LLC under this reporting covenant.

In addition, Clearway Energy Operating LLC, the Parent Guarantor and the Subsidiary Guarantors agree that, for so long as any notes remain outstanding, at any time they are not required to file the reports required by the preceding paragraphs with the Commission, they will furnish to the holders of the notes and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Holding Company Status

The Parent Guarantor will not engage in any business, activity or transaction or own any interest (fee, leasehold or otherwise) in any real property, or incur, assume, or suffer to exist any Indebtedness other than:

- (1) the ownership of debt or equity interests in Clearway Energy Operating LLC;
- (2) maintaining its corporate existence;

- (3) participating in tax, accounting and other administrative activities as the parent of a consolidated group of companies, including Clearway Energy Operating LLC;
- (4) making distributions to holders of its debt or equity interests or to Clearway Energy Operating LLC or any Subsidiary of Clearway Energy Operating LLC;
- (5) the performance of its obligations under the Exchange Agreement and similar agreements;
- (6) issuing a Guarantee in respect of, or otherwise becoming liable with respect to, Indebtedness incurred by Clearway Inc., Clearway Energy Operating LLC or any Subsidiary of Clearway Energy Operating LLC and the execution and delivery of any agreements related to the foregoing, including credit agreements, indentures, security agreements, notes and registration rights agreements;
- (7) issuing equity securities and/or issuing or incurring Indebtedness, including to finance acquisitions; and
- (8) activities incidental to the businesses or activities described in clauses (1) through (7) above.

Events of Default and Remedies

Each of the following is an Event of Default with respect to the notes:

- (1) default for 30 days in the payment when due of interest on the notes;
- (2) default in payment when due of the principal of, or premium, if any, on the notes;
- (3) failure by Clearway Energy Operating LLC or any Guarantor for 60 days after written notice given by the trustee or the holders of at least 25% in aggregate principal amount of the notes that are then outstanding, to comply with any of the other agreements in the indenture;
- (4) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Clearway Energy Operating LLC or any Guarantor (or the payment of which is guaranteed by Clearway Energy Operating LLC or any Guarantor) whether such Indebtedness or guarantee now exists, or is created after the issue date, if that default:
 - (a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "*Payment Default*"); or
 - (b) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, exceeds the greater of (i) 1.5% of Total Assets and (ii) \$100.0 million;

provided that this clause (4) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness to a Person that is not an Affiliate of Clearway Energy Operating LLC;

- (5) one or more judgments for the payment of money in an aggregate amount in excess of the greater of (i) 1.5% of Total Assets and (ii) \$100.0 million (excluding therefrom any amount reasonably expected to be covered by insurance) shall be rendered against Clearway Energy Operating LLC or any Guarantor or Guarantors or any combination thereof and the same shall

not have been paid, discharged or stayed for a period of 60 days after such judgment became final and non-appealable;

(6) except as permitted by the indenture, any Guarantee shall be held in any final and non-appealable judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor (or any group of Guarantors) that, if Subsidiaries of Clearway Energy Operating LLC, would constitute a Significant Subsidiary, or any Person acting on behalf of any Guarantor (or any group of Guarantors) that, if Subsidiaries of Clearway Energy Operating LLC, would constitute a Significant Subsidiary, shall deny or disaffirm its or their obligations under its or their Guarantee(s); and

(7) certain events of bankruptcy or insolvency described in the indenture with respect to Clearway Energy Operating LLC or any Guarantor that, if a Subsidiary of Clearway Energy Operating LLC, would constitute a Significant Subsidiary or any group of Guarantors that, if Subsidiaries of Clearway Energy Operating LLC, taken together, would constitute a Significant Subsidiary.

In the case of an Event of Default with respect to the notes arising from certain events of bankruptcy or insolvency with respect to Clearway Energy Operating LLC, any Guarantor or any group of Guarantors that, if subsidiaries of Clearway Energy Operating LLC, taken together, would constitute a Significant Subsidiary, all such notes that are outstanding will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in aggregate principal amount of such notes that are outstanding may declare all the notes to be due and payable immediately.

Subject to certain limitations, holders of a majority in principal amount of the notes that are then outstanding may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal or interest.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an Event of Default occurs and is continuing under the indenture, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of the notes unless such holders have offered to the trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder of a note may pursue any remedy with respect to the indenture unless:

- (1) such holder has previously given the trustee written notice that an Event of Default is continuing;
- (2) holders of at least 25% in aggregate principal amount of the notes that are then outstanding have made a written request to the trustee to pursue the remedy;
- (3) such holders have offered the trustee reasonable security or indemnity against any loss, liability or expense;
- (4) the trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and
- (5) holders of a majority in aggregate principal amount of the notes that are then outstanding have not given the trustee a direction inconsistent with such request within such 60-day period.

The holders of a majority in aggregate principal amount of the notes then outstanding by written notice to the trustee may, on behalf of the holders of the notes, rescind an acceleration or waive any

existing Default or Event of Default and its consequences under the indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, such notes.

Clearway Energy Operating LLC is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware of any Default or Event of Default, Clearway Energy Operating LLC is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator, stockholder, member or unitholder of Clearway Energy Operating LLC or any Guarantor, as such, will have any liability for any obligations of Clearway Energy Operating LLC or the Guarantors under the notes, the indenture or the 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.

Legal Defeasance and Covenant Defeasance

Clearway Energy Operating LLC may, at its option and at any time, elect to have all of its obligations discharged with respect to the notes that are outstanding and all obligations of the Guarantors of such notes discharged with respect to their Guarantees ("*Legal Defeasance*"), except for:

- (1) the rights of holders of the notes that are then outstanding to receive payments in respect of the principal of, or interest or premium on such notes when such payments are due from the trust referred to below;
- (2) Clearway Energy Operating LLC's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;
- (3) the rights, powers, trusts, duties and immunities of the trustee for the notes, and Clearway Energy Operating LLC's and the Guarantors' obligations in connection therewith; and
- (4) the Legal Defeasance provisions of the indenture governing such notes.

In addition, Clearway Energy Operating LLC may, at its option and at any time, elect to have the obligations of Clearway Energy Operating LLC and the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers) that are described in the indenture ("*Covenant Defeasance*") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "— Events of Default and Remedies" will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

- (1) Clearway Energy Operating LLC must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants to pay the principal of, or interest and premium on such notes that are then outstanding on the Stated Maturity or on the applicable redemption date, as the case may be, and Clearway Energy Operating LLC must specify whether such notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, Clearway Energy Operating LLC has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) Clearway Energy Operating LLC has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the issue date, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the notes that are then outstanding will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, Clearway Energy Operating LLC has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of the notes that are then outstanding will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default with respect to the notes has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness), and the granting of Liens to secure such borrowings);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the indenture and the agreements governing other Indebtedness being defeased, discharged or replaced) to which Clearway Energy Operating LLC or any of its Subsidiaries or the Parent Guarantor is a party or by which Clearway Energy Operating LLC or any of its Subsidiaries or the Parent Guarantor is bound;

(6) Clearway Energy Operating LLC must deliver to the trustee an officers' certificate stating that the deposit was not made by Clearway Energy Operating LLC with the intent of preferring the holders of the notes over the other creditors of Clearway Energy Operating LLC with the intent of defeating, hindering, delaying or defrauding creditors of Clearway Energy Operating LLC or others; and

(7) Clearway Energy Operating LLC must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the indenture or the notes outstanding thereunder may be amended or supplemented with the consent of the holders of at least a majority in principal amount of the notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the notes), and any existing default or compliance with any provision of the indenture or the notes outstanding thereunder may be waived with the consent of the holders of a majority in principal amount of the notes that are then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the notes).

Without the consent of each holder of the notes affected thereby, an amendment or waiver may not (with respect to any such notes held by a non-consenting holder):

- (1) reduce the principal amount of such notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any such note or alter the provisions with respect to the redemption of such notes (other than provisions relating to the covenants described above under the caption "—Repurchase at the Option of Holders" and provisions relating to the number of days of notice to be given in the event of a redemption);

(3) reduce the rate of or change the time for payment of interest on any such note;

(4) waive a Default or Event of Default in the payment of principal of, or interest or premium on such notes (except a rescission of acceleration of such notes by the holders of at least a majority in aggregate principal amount of such notes and a waiver of the payment default that resulted from such acceleration);

(5) make any such note payable in currency other than that stated in such notes;

(6) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of holders of such notes to receive payments of principal of, or interest or premium on such notes;

(7) waive a redemption payment with respect to any such note (other than a payment required by one of the covenants described above under the caption "—Repurchase at the Option of Holders"); or

(8) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any holder of notes, Clearway Energy Operating LLC, the Guarantors and the trustee may amend or supplement the indenture or the notes:

(1) to cure any ambiguity, mistake, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes (*provided*, that the uncertificated notes are issued in registered form for purposes of Section 163(f) of the Code);

(3) to provide for the assumption of Clearway Energy Operating LLC's obligations to holders of notes in the case of a merger or consolidation or sale of all or substantially all of Clearway Energy Operating LLC's assets;

(4) to make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under any indenture of any such holder;

(5) to comply with requirements of the Commission in order to effect or maintain the qualification of any indenture under the Trust Indenture Act;

(6) to conform the text of the indenture or the notes to any provision of this "Description of the Notes";

(7) to evidence and provide for the acceptance and appointment under the indenture of a successor trustee pursuant to the requirements thereof;

(8) to provide for the issuance of additional notes in accordance with the limitations set forth in the indenture as of the date hereof; or

(9) to allow any Guarantor to execute a supplemental indenture and/or a Subsidiary Guarantee with respect to the notes.

Satisfaction and Discharge

The indenture will be discharged and will cease to be of further effect as to all notes issued thereunder, when:

(1) either:

(a) all such notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has been deposited in trust and thereafter repaid to Clearway Energy Operating LLC, have been delivered to the trustee for such notes for cancellation; or

(b) all such notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the distribution of a notice of redemption or otherwise or will become due and payable within one year and Clearway Energy Operating LLC or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders of notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the notes not delivered to the trustee for cancellation for principal, premium and accrued interest to the date of maturity or redemption;

(2) in respect of subclause (b) of clause (1) above, no Default or Event of Default under such indenture has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which Clearway Energy Operating LLC or any Guarantor is a party or by which Clearway Energy Operating LLC or any Guarantor is bound;

(3) Clearway Energy Operating LLC or any Guarantor has paid or caused to be paid all sums payable by it under the indenture; and

(4) Clearway Energy Operating LLC has delivered irrevocable instructions to the trustee under the indenture to apply the deposited money toward the payment of the notes at maturity or the redemption date, as the case may be.

In addition, Clearway Energy Operating LLC must deliver an officers' certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Trustee

If the trustee becomes a creditor of Clearway Energy Operating LLC or any Guarantor, the indenture limits its right to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; *provided that*, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the Commission for permission to continue (if the indenture has been qualified under the Trust Indenture Act) or resign.

The holders of a majority in principal amount of the notes that are outstanding will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default occurs and is continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to the provisions of the indenture, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the

request of any holder of notes, unless such holder has offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

Additional Information

Anyone who receives this prospectus may obtain a copy of the indenture and the registration rights agreement without charge by writing to Clearway Energy Operating LLC, 300 Carnegie Center, Suite 300, Princeton, NJ 08540, Attention: Investor Relations.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"*Adjusted LTM CAFD*" means, as of any date of determination (for purposes of this definition, the "*Calculation Date*"), the net income of Clearway Energy Operating LLC and its Subsidiaries during the most recent four-quarter period for which financial statements are publicly available as of the Calculation Date, calculated on a consolidated basis in accordance with GAAP, adjusted (without duplication) as follows:

- (1) plus interest expense, to the extent deducted in calculating net income during such four-quarter period;
- (2) plus income tax expense, net of income tax benefit, to the extent deducted in calculating net income during such four-quarter period;
- (3) plus depreciation and amortization, to the extent deducted in calculating net income during such four-quarter period;
- (4) minus equity in earnings of unconsolidated affiliates to the extent included in net income during four-quarter period;
- (5) plus cash distributions from unconsolidated affiliates, to the extent not included in net income during such four-quarter period;
- (6) minus cash interest payments made by Subsidiaries of Clearway Energy Operating LLC that were added back to net income pursuant to clause (1) above;
- (7) minus cash income tax payments made by Clearway Energy Operating LLC and its Subsidiaries that were added back to net income pursuant to clause (2) above;
- (8) minus principal payments and repayments of Indebtedness made by Clearway Energy Operating LLC's Subsidiaries, to the extent not deducted in calculating net income during such four-quarter period;
- (9) plus any decrease or minus any increase in amounts attributable to contract amortization and any recurring changes in other assets;
- (10) minus maintenance capital expenditures, to the extent not deducted in calculating net income during such four-quarter period;
- (11) plus any expenses or charges related to any equity offering, investment, acquisition, disposition, recapitalization or incurrence of Indebtedness permitted to be incurred by the indenture including a refinancing thereof (whether or not successful), including such fees, expenses or charges related to the offering of the notes and the Credit Agreement, to the extent deducted in calculating net income during such four-quarter period; and

(12) plus any professional and underwriting fees related to any equity offering, investment, acquisition, recapitalization or Indebtedness permitted to be incurred under the indenture, to the extent deducted in calculating net income during such four-quarter period.

For purposes of making the computation referred to above:

(1) investments and acquisitions that have been made by Clearway Energy Operating LLC or any of its Subsidiaries, including through mergers or consolidations, or any Person or any of its Subsidiaries acquired by Clearway Energy Operating LLC or any of its Subsidiaries, and including any related financing transactions and including increases in ownership of Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date will be given pro forma effect (in accordance with Regulation S-X under the Securities Act, but including all Pro Forma Cost Savings) as if they had occurred on the first day of the four-quarter reference period;

(2) the Adjusted LTM CAFD attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(3) any Person that is a Subsidiary on the Calculation Date will be deemed to have been a Subsidiary at all times during such four-quarter period; and

(4) any Person that is not a Subsidiary on the Calculation Date will be deemed not to have been a Subsidiary at any time during such four-quarter period.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Applicable Laws" means, as to any Person, any law, rule, regulation, ordinance or treaty, or any determination, ruling or other directive by or from a court, arbitrator, governmental authority, independent system operator, or any other entity succeeding thereto, in each case applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"Applicable Premium" means, with respect to any note on any redemption date, the greater of:

(1) 1.0% of the principal amount of such note; or

(2) the excess (if any) of:

(a) the present value at such redemption date of (i) the redemption price of such note at October 15, 2021 (such redemption price being set forth in the table appearing above under the caption "—Optional Redemption") *plus* (ii) all required interest payments due on the note through October 15, 2021 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the then outstanding principal amount of the note.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Board of Directors" means:

- (1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;
- (2) with respect to a partnership, the Board of Directors of the general partner of the partnership;
- (3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and
- (4) with respect to any other Person, the board or committee of such Person serving a similar function.

"Capital Lease Obligation" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"Capital Stock" means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"Change of Control" means the occurrence of any of the following:

- (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Clearway Energy Operating LLC and its Subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d) of the Exchange Act, but excluding any employee benefit plan of Clearway Energy Operating LLC or any of its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of such plan);
- (2) the adoption of a plan relating to the liquidation or dissolution of Clearway Inc., the Parent Guarantor or Clearway Energy Operating LLC;
- (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above), other than (i) the Sponsor or (ii) a corporation owned directly or indirectly by the stockholders of Clearway Inc. in substantially the same proportion as their ownership of stock of Clearway Inc. prior to such transaction, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of Clearway Inc., measured by voting power rather than number of shares; or

(4) the first day on which either (i) Clearway Inc. ceases to be the sole managing member of the Parent Guarantor or (ii) Clearway Energy Operating LLC ceases to be a Wholly Owned Subsidiary of the Parent Guarantor.

"*Change of Control Offer*" has the meaning assigned to it in the indenture governing the notes.

"*Change of Control Triggering Event*" means (1) a Change of Control has occurred and (2) the notes are downgraded by both S&P and Moody's on any date within the 60-day period (which 60-day period will be extended so long as the rating of the notes is under publicly announced consideration for a possible downgrade by either S&P or Moody's) after the earlier of (a) the occurrence of a Change of Control and (b) public disclosure by Clearway Energy Operating LLC of the occurrence of a Change of Control or Clearway Energy Operating LLC's intention to effect a Change of Control; *provided, however*, that a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not constitute a Change of Control Triggering Event) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the trustee in writing at Clearway Energy Operating LLC's or the trustee's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of such reduction in rating).

"*Clearway LLC*" means Clearway Energy LLC.

"*Clearway Inc.*" means Clearway Energy, Inc.

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

"*Credit Agreement*" means the Amended and Restated Credit Agreement, dated April 25, 2014, among Clearway Energy Operating LLC, the Parent Guarantor, each other guarantor from time to time party thereto, each lender from time to time party thereto, JPMorgan Chase Bank, N.A., as the administrative agent, and JPMorgan Chase Bank, N.A., Royal Bank of Canada, Bank of America, N.A. and Barclays Bank PLC, as letter of credit issuers, as described in this prospectus under the heading "Description of Certain Other Indebtedness," as the same may be amended, restated, modified, renewed, refunded, replaced or refinanced from time to time.

"*Credit Facilities*" means (i) one or more debt facilities (including, without limitation, the Credit Agreement) or commercial paper facilities, in each case with banks or other institutional lenders or other counterparties providing for revolving credit loans, term loans, credit-linked deposits (or similar deposits) receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, (ii) debt securities sold to institutional investors and/or (iii) Hedging Obligations with any counterparties, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Environmental CapEx Debt*" means Indebtedness of Clearway Energy Operating LLC or any of its Subsidiaries incurred for the purpose of financing capital expenditures to the extent deemed reasonably necessary, as determined by Clearway Energy Operating LLC or any of its Subsidiaries, as applicable, in good faith and pursuant to prudent judgment, to comply with applicable Environmental Laws.

"*Environmental Laws*" means all former, current and future federal, state, local and foreign laws (including common law), treaties, regulations, rules, ordinances and codes, and legally binding decrees, judgments, directives and orders (including consent orders), in each case, relating to protection of the environment, natural resources, occupational health and safety or the presence, release of, or exposure

to, hazardous materials, substances or wastes, or the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, recycling or handling of, or the arrangement for such activities with respect to, hazardous materials, substances or wastes.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*Equity Offerings*" means any public or private sale after the issue date of Capital Stock of the Parent Guarantor or Clearway Inc., the proceeds of which have been contributed to Clearway Energy Operating LLC as common equity, other than:

- (1) public offerings with respect to Clearway Inc.'s common stock registered on Form S-4 or Form S-8; and
- (2) issuances to any Subsidiary of Clearway Inc.

"*Exchange Agreement*" means the Amended and Restated Exchange Agreement, dated as of May 14, 2015 by and among NRG Energy, Inc., Clearway Inc. and the Parent Guarantor and each of the other parties thereto from time to time, as amended, supplemented or otherwise modified from time to time, including by that certain Assignment and Assumption Agreement, dated as of August 31, 2018.

"*Exchange Notes*" means the notes issued in the Exchange Offer in exchange for the notes offered hereby.

"*Existing Liens*" means Liens on the property or assets of Clearway Energy Operating LLC and/or any of its Subsidiaries existing on the date of the indenture securing Indebtedness of Clearway Energy Operating LLC or any of its Subsidiaries (other than Liens incurred pursuant to clause (1) of the covenant described above under the caption "—Liens").

"*GAAP*" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time; *provided, however*, that if any operating lease would be re-characterized as a capital lease due to changes in the accounting treatment of such operating leases under GAAP since the issue date, then solely with respect to the accounting treatment of any such lease, GAAP shall be interpreted as it was in effect on the issue date.

"*Government Securities*" means direct obligations of, or obligations guaranteed by, the United States of America (including any agency or instrumentality thereof) for the payment of which obligations or guarantees the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise) ; *provided* that standard contractual indemnities which do not relate to Indebtedness shall not be considered a Guarantee.

"*Guarantors*" means each of:

- (1) the Parent Guarantor; and
- (2) the Subsidiary Guarantors, until such time as they are released pursuant to the provisions of the indenture.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

- (1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements; and
- (2) (i) agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates, commodity prices or commodity transportation or transmission pricing or availability; (ii) any netting arrangements, power purchase and sale agreements, fuel purchase and sale agreements, swaps, options and other agreements, in each case, that fluctuate in value with fluctuations in energy, power or gas prices; and (iii) agreements or arrangements for commercial or trading activities with respect to the purchase, transmission, distribution, sale, lease or hedge of any energy related commodity or service.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables, except as provided in clause (5) below, and surety bonds), whether or not contingent:

- (1) in respect of borrowed money;
- (2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
- (3) in respect of banker's acceptances;
- (4) representing Capital Lease Obligations in respect of sale and leaseback transactions;
- (5) representing the balance of deferred and unpaid purchase price of any property or services with a scheduled due date more than six months after such property is acquired or such services are completed; or
- (6) representing the net amount owing under any Hedging Obligations, if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP.

In addition, the term "*Indebtedness*" includes all *Indebtedness* of others secured by a Lien on any asset of the specified Person (whether or not such *Indebtedness* is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any *Indebtedness* of any other Person; *provided* that the amount of such *Indebtedness* shall be deemed not to exceed the lesser of the amount secured by such Lien and the value of the Person's property securing such Lien.

"*issue date*" means October 1, 2018.

"*Lien*" means, with respect to any asset:

- (1) any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), pledge, hypothecation, encumbrance, restriction, collateral assignment, charge or security interest in, on or of such asset;
- (2) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; and
- (3) in the case of Equity Interests or debt securities, any purchase option, call or similar right of a third party with respect to such Equity Interests or debt securities.

"*Material Indebtedness*" means, as of any date, any series of Indebtedness with an aggregate principal amount outstanding in excess of the greater of (i) 1.5% of Total Assets, as of such date, and (ii) \$100.0 million.

"*Moody's*" means Moody's Investors Service, Inc. or any successor entity.

"*Necessary CapEx Debt*" means Indebtedness of Clearway Energy Operating LLC or any of its Subsidiaries incurred for the purpose of financing capital expenditures (other than capital expenditures financed by Environmental CapEx Debt) that are required by Applicable Law or are undertaken for health and safety reasons. The term "Necessary CapEx Debt" does not include any Indebtedness incurred for the purpose of financing capital expenditures undertaken primarily to increase the efficiency of, expand or re-power any power generation facility.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"*Parent Guarantee*" means the Guarantee by the Parent Guarantor of Clearway Energy Operating LLC's obligations under the indenture and on the notes, executed pursuant to the provisions of the indenture.

"*Parent Guarantor*" means Clearway LLC and its successors and assigns.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Principal Property*" means any building, structure or other facility, and all related property, plant or equipment or other long-term assets used or useful in the ownership, development, construction or operation of such building, structure or other facility owned or leased by Clearway Energy Operating LLC or any Guarantor and having a net book value in excess of 2.0% of Total Assets, except any such building, structure or other facility (or related property, plant or equipment) that in the opinion of the Board of Directors is not of material importance to the business conducted by Clearway Energy Operating LLC and its consolidated Subsidiaries, taken as a whole.

"*Pro Forma Cost Savings*" means, without duplication, with respect to any period, reductions in costs and related adjustments that have been actually realized or are projected by Clearway Energy Operating LLC's Chief Financial Officer in good faith to result from reasonably identifiable and factually supportable actions or events, but only to the extent such reductions in costs and related adjustments are so projected by Clearway Energy Operating LLC to be realized prior to the end of the consecutive four-quarter period commencing after the transaction giving rise to such calculation.

"*Project Debt*" means Indebtedness of one or more Project Subsidiaries incurred for the purpose of holding, leasing, developing, constructing or acquiring energy generating, transmission or distribution assets, or assets related thereto, or any other power or energy facility or any assets related thereto,; *provided* that Clearway Energy Operating is not liable with respect to such Indebtedness except to the extent of a non-recourse pledge of equity interests in one or more Project Subsidiaries.

"*Project Subsidiary*" means any Subsidiary of Clearway Energy Operating held for the purpose of holding, leasing, developing, constructing or acquiring energy generating, transmission or distribution assets, or assets related thereto, or any other power or energy facility or any assets related thereto, and any Subsidiary of Clearway Energy Operating whose assets consist primarily of equity interests in one or more other Project Subsidiaries; *provided* that a Subsidiary will cease to be a Project Subsidiary if it Guarantees any Indebtedness of Clearway Energy Operating other than obligations of Clearway Energy Operating related to Project Debt of one or more Project Subsidiaries.

"*Refinancing Liens*" means Liens granted in connection with amending, extending, modifying, renewing, replacing, refunding or refinancing in whole or in part any Indebtedness secured by Liens

described in clauses (2) through (10) of the covenant described above under the caption "—Liens;" *provided* that Refinancing Liens do not (a) extend to property or assets other than property or assets of the type that were subject to the original Lien or (b) secure Indebtedness having a principal amount in excess of the amount of Indebtedness being extended, renewed, replaced or refinanced, plus the amount of any fees and expenses (including premiums) related to any such extension, renewal, replacement or refinancing.

"S&P" means Standard & Poor's Ratings Group or any successor entity.

"*Significant Subsidiary*" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the indenture.

"*Sponsor*" means any of (i) Global Infrastructure Management, LLC, (ii) one or more Sponsor Affiliates and (iii) any funds or partnerships or co-investment vehicles managed or advised or controlled by any of the foregoing.

"*Sponsor Affiliate*" means any Affiliate of the Sponsor that is not a portfolio company.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the date of the first date it was incurred in compliance with the indenture, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"*Subsidiary Guarantee*" means the Guarantee by each Subsidiary Guarantor of Clearway Energy Operating LLC's obligations under the indenture and on the notes, executed pursuant to the provisions of the indenture.

"*Subsidiary Guarantors*" means:

(1) each of Clearway Energy Operating LLC's Wholly Owned Subsidiaries that Guarantees the notes on the date of the indenture, until such time as it is released pursuant to the provisions of the indenture; and

(2) any other Subsidiary that executes a Subsidiary Guarantee in accordance with the provisions of the indenture, and their respective successors and assigns.

"*Tax Equity Financing*" means a tax equity financing entered into solely in connection with the acquisition, expansion, upgrade or refurbishment (or refinancing of any of the foregoing or of any Indebtedness incurred in connection therewith) of or by a Project Subsidiary (and/or another Subsidiary that is a direct or indirect parent company of such Project Subsidiary) of energy generating, transmission or distribution assets, or of any other energy or power facility or any assets related to any

of the foregoing that are eligible for renewable energy production tax credits available under Section 45 of the Code or renewable energy investment tax credits available under Section 48 of the Code, as applicable, on an arm's length basis.

"*Total Assets*" means, as of any date of determination, the total consolidated assets of Clearway Energy Operating LLC and its Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the most recent publicly available balance sheet of Clearway Energy Operating LLC as of such date.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to October 15, 2021; *provided, however*, that if the period from the redemption date to October 15, 2021 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"*Wholly Owned Subsidiary*" means, with respect to any specified Person, a direct or indirect Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interests of which is at the time owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

BOOK-ENTRY, DELIVERY AND FORM

The Exchange Notes initially will be represented by one or more global notes in fully registered form without interest coupons (the "Global Notes"). The Global Notes will be deposited with the trustee, as custodian for DTC, in New York, New York, and registered in the name of DTC or its nominee, in each case for the credit to an account of a direct or indirect participant in DTC as described below. We expect that, pursuant to procedures established by DTC, (i) upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the principal amount at maturity of the individual beneficial interests represented by such Global Notes to the respective accounts of persons who have accounts with such depository ("participants") and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Such accounts initially will be designated by or on behalf of the initial purchasers and ownership of beneficial interests in the Global Notes will be limited to participants or persons who hold interests through participants. Holders may hold their interests in the Global Notes directly through DTC if they are participants in such system, or indirectly through organizations that are participants in such system.

So long as DTC or its nominee is the registered owner or holder of the notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such Global Notes for all purposes under the indenture. No beneficial owner of an interest in the Global Notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the indenture with respect to the notes.

Payments of the principal of, premium (if any), and interest on, the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. None of the Issuer, the trustee or any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

We expect that DTC or its nominee, upon receipt of any payment of principal of, premium (if any), and interest on the Global Notes, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Notes as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same-day funds.

DTC has advised us that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the indenture governing the notes, DTC will exchange the global notes for Certificated Notes (as defined below), which it will distribute to its participants.

DTC has advised us as follows: DTC is a limited-purpose trust company organized under New York banking law, a "banking organization" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York

Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity, corporate and municipal debt issues that participants deposit with DTC. DTC also facilitates the post-trade settlement among participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between participants' accounts. This eliminates the need for physical movement of securities certificates. Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the DTC system is also available to indirect participants such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants of DTC, it is under no obligation to perform such procedures, and such procedures may be discontinued at any time. None of us, the trustee or any paying agent will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Certificated Securities

A Global Note is exchangeable for certificated notes in fully registered form without interest coupons ("Certificated Securities") only in the following limited circumstances:

- DTC notifies us that it is unwilling or unable to continue as depository for the Global Notes and we fail to appoint a successor depository within 90 days of such notice, or
- there shall have occurred and be continuing an event of default with respect to the notes under the indenture and DTC shall have requested the issuance of Certificated Securities.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer the notes is and will be limited to such extent.

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of certain U.S. federal income tax considerations relating to the exchange of Old Notes for Exchange Notes in the exchange offer. It does not contain a complete analysis of all the potential tax considerations relating to the exchange. This summary is limited to holders of Old Notes who hold the Old Notes as "capital assets" (in general, assets held for investment). Special situations, such as the following, are not addressed:

- tax consequences to holders who may be subject to special tax treatment, such as tax-exempt entities, dealers in securities or currencies, banks, other financial institutions, insurance companies, regulated investment companies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings or corporations that accumulate earnings to avoid U.S. federal income tax;
- tax consequences to persons holding notes as part of a hedging, integrated, constructive sale or conversion transaction or a straddle or other risk reduction transaction;
- tax consequences to holders whose "functional currency" is not the U.S. dollar;
- tax consequences to persons who hold notes through a partnership or similar pass-through entity;
- U.S. federal gift tax, estate tax or alternative minimum tax consequences, if any; or
- any state, local or non-U.S. tax consequences.

The discussion below is based upon the provisions of the U.S. Internal Revenue Code of 1986, as amended, existing and proposed Treasury regulations promulgated thereunder, and rulings, judicial decisions and administrative interpretations thereunder, as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those discussed below.

Consequences of tendering Old Notes

The exchange of your Old Notes for Exchange Notes in the exchange offer should not constitute an exchange for U.S. federal income tax purposes because the Exchange Notes should not be considered to differ materially in kind or extent from the Old Notes. Accordingly, the exchange offer should have no U.S. federal income tax consequences to you if you exchange your Old Notes for Exchange Notes. For example, there should be no change in your tax basis and your holding period should carry over to the Exchange Notes. In addition, the U.S. federal income tax consequences of holding and disposing of your Exchange Notes should be the same as those applicable to your Old Notes.

The preceding discussion of certain U.S. federal income tax considerations of the exchange offer is for general information only and is not tax advice. Accordingly, each investor should consult its own tax advisor as to particular tax consequences to it of exchanging Old Notes for Exchange Notes, including the applicability and effect of any state, local or non-U.S. tax laws, and of any proposed changes in applicable laws.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of Exchange Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker or dealer in connection with resales of Exchange Notes received in exchange for Old Notes if the Old Notes were acquired as a result of market-making activities or other trading activities.

We have agreed to make this prospectus, as amended or supplemented, available to any broker-dealer to use in connection with any such resale for a period of at least one year after the expiration date. In addition, until (90 days after the date of this prospectus), all broker-dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions:

- in the over-the-counter market;
- in negotiated transactions; or
- through the writing of options on the Exchange Notes or a combination of such methods of resale.

These resales may be made:

- at market prices prevailing at the time of resale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

Any such resale may be made directly to purchasers or to or through brokers or dealers. Brokers or dealers may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. Any broker or dealer that resells Exchange Notes that were received by it for its own account in the exchange offer or that participants in a distribution of the Exchange Notes may be deemed to be an underwriter within the meaning of the Securities Act.

Any profit on any resale of Exchange Notes and any commissions or concessions received by any broker or dealer may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Furthermore, any broker-dealer that acquired any of its Old Notes directly from us and any broker or dealer that participates in a distribution of the Exchange Notes:

- may not rely on the applicable interpretation of the Staff of the SEC's position contained in Exxon Capital Holdings Corp., SEC no-action letter (April 13, 1988), Morgan, Stanley & Co. Inc., SEC no-action letter (June 5, 1991) and Shearman & Sterling, SEC no-action letter (July 2, 1993) and therefore may not participate in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Old Notes.

For a period of one year after the expiration of the exchange offer we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests those documents in the letter of transmittal. We have agreed to pay all expenses incident to performance of our obligations in connection with the exchange offer, other than commissions or concessions of any brokers or dealers. We will indemnify the holders of the Exchange Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act, and will contribute to payments that they may be required to make in request thereof.

LEGAL MATTERS

Certain legal matters relating to the validity of the Exchange Notes will be passed upon for us by Baker Botts L.L.P., Dallas, Texas. Certain matters of Connecticut law will be passed on by Murtha Cullina LLP, Hartford, Connecticut.

EXPERTS

The consolidated financial statements and schedules of Clearway LLC as of December 31, 2018 and 2017, and for each of the years in the three-year period ended December 31, 2018 have been incorporated by reference herein, in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon authority of said firms as experts in accounting and auditing.



Clearway Energy Operating LLC

**Exchange Offer for
\$600,000,000
5.750% Senior Notes due 2025**

PROSPECTUS

, 2019

We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this prospectus. You may not rely on unauthorized information or representations.

This prospectus does not offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities.

The information in this prospectus is current only as of the date on its cover, and may change after that date. For any time after the cover date of this prospectus, we do not represent that our affairs are the same as described or that the information in this prospectus is correct, nor do we imply those things by delivering this prospectus or selling securities to you.

Until _____, 2019, all dealers that effect transactions in these securities, whether or not participating in the exchange offer may be required to deliver a prospectus. This is in addition to the dealers' obligations to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Indemnification under the General Corporation Law and Limited Liability Company Act of the State of Delaware

Clearway Energy, Inc., the direct parent to Clearway Energy LLC, the direct parent to Clearway Energy Operating LLC is a corporation incorporated under the laws of the State of Delaware. Section 102(b)(7) of the Delaware General Corporation Law ("DGCL") allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Our certificate of incorporation provides for this limitation of liability.

Section 145 of the DGCL ("Section 145"), provides that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who are, were or are threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests, provided that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

Clearway Energy Operating LLC, Alta Wind 1-5 Holding Company, LLC, Alta Wind Company, LLC, Central CA Fuel Cell 1, LLC, Clearway Solar Star LLC, DGPV Holding LLC, ECP Uptown Campus Holdings LLC, Energy Center Caguas Holdings LLC, Fuel Cell Holdings LLC, Portfolio Solar I, 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 Infrastructure Development Holdings LLC and UB Fuel

Cell, LLC and Clearway Energy LLC are limited liability companies formed under the laws of the State of Delaware. Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Indemnification under the Limited Liability Company Act of the State of Connecticut

UB Fuel Cell, LLC is a limited liability company formed under the laws of the State of Connecticut. Section 34-143 of the Connecticut Limited Liability Company Act provides that an operating agreement may: (1) eliminate or limit the personal liability of a member or manager for monetary damages for breach of any duty provided for in Section 34-141 and (2) provide for indemnification of a member or manager for judgments, settlements, penalties, fines or expenses incurred in a proceeding to which an individual is a party because such individual is or was a member or manager.

Indemnification under the governing documents of Clearway Energy Operating LLC

The limited liability company agreement of Clearway Energy Operating LLC provides, to the fullest extent permitted by law, the company shall indemnify and hold harmless each covered person from and against any and all claims in which the covered person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the company or which relates to or arises out of the company or its property, business or affairs. A covered person shall not be entitled to indemnification under this section of the limited liability company agreement thereunder with respect to (i) any claim with respect to which such covered person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any claim initiated by such covered person unless such claim (or part thereof) (A) was brought to enforce such covered person's rights to indemnification thereunder or (B) was authorized or consented to by the board of directors. Expenses incurred by a covered person in defending any claim shall be paid by the company in advance of the final disposition of such claim upon receipt by the company of an undertaking by or on behalf of such covered person to repay such amount if it shall be ultimately determined that such covered person is not entitled to be indemnified by the company as authorized by this section of the limited liability company agreement thereunder.

Indemnification under the governing documents of the Guarantors

The limited liability company agreement of Clearway Energy LLC provides, to the fullest extent permitted by applicable law but subject to the limitations expressly provided in the limited liability company agreement thereunder, all indemnitees shall be indemnified and held harmless by the company from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties (including excise and similar taxes and punitive damages), interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its acting in the capacity that gave rise to its status as an indemnitee; provided, that the indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the indemnitee is seeking indemnification pursuant to this section of the limited liability company agreement thereunder, the indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the indemnitee's conduct was unlawful.

Any indemnification pursuant to this section of the limited liability company agreement thereunder shall be made only out of the assets of the company, it being agreed that the managing member shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any

monies or property to the company to enable it to effectuate such indemnification. To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an indemnitee who is indemnified pursuant to this section of the limited liability company agreement thereunder in defending any proceeding shall, from time to time, be advanced by the company prior to a determination that the indemnitee is not entitled to be indemnified upon receipt by the company of any undertaking by or on behalf of the indemnitee to repay such amount if it shall be determined that the indemnitee is not entitled to be indemnified as authorized in this section of the limited liability company agreement thereunder. In no event may an indemnitee subject the members to personal liability by reason of the indemnification provisions set forth in the limited liability company agreement thereunder. An indemnitee shall not be denied indemnification in whole or in part under this section of the limited liability company agreement thereunder because the indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of the limited liability company agreement thereunder. Notwithstanding anything to the contrary set forth in the limited liability company agreement thereunder, no indemnitee shall be liable for monetary damages to the company, the members or any other persons who have acquired interests in the company, for losses sustained or liabilities incurred as a result of any act or omission of an indemnitee unless there has been a final and nonappealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the indemnitee's conduct was criminal. To the extent that, at law or in equity, an indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the company or to the members, the managing member and any other indemnitee acting in connection with the company's business or affairs shall not be liable to the company or to any member for its good faith reliance on the provisions of the limited liability company agreement thereunder.

The limited liability company agreements of Alta Wind 1-5 Holding Company, LLC, Alta Wind Company, LLC and South Trent Holdings LLC provide, to the fullest extent permitted by law, the company shall indemnify and hold harmless each covered person from and against any and all claims in which the covered person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the company or which relates to or arises out of the company or its property, business or affairs. A covered person shall not be entitled to indemnification under this section of the limited liability company agreement thereunder with respect to (i) any claim with respect to which such covered person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any claim initiated by such covered person unless such claim (or part thereof) (A) was brought to enforce such covered person's rights to indemnification thereunder or (B) was authorized or consented to by the board of directors. Expenses incurred by a covered person in defending any claim shall be paid by the company in advance of the final disposition of such claim upon receipt by the company of an undertaking by or on behalf of such covered person to repay such amount if it shall be ultimately determined that such covered person is not entitled to be indemnified by the company as authorized by this section of the limited liability company agreement thereunder.

The limited liability company agreements of each of Central CA Fuel Cell 1, LLC, Clearway Solar Star LLC, DGPV Holding LLC, ECP Uptown Campus Holdings LLC, Energy Center Caguas Holdings LLC, Fuel Cell Holdings LLC, Portfolio Solar I, LLC, RPV Holding LLC, Solar Flagstaff One LLC, Solar Iguana LLC, Solar Las Vegas MB 1 LLC, Solar Tabernacle 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 Infrastructure Development Holdings LLC and UB Fuel Cell, LLC provide, to the fullest extent permitted by law, and without in any way limiting the indemnification provisions set forth in the certificate of incorporation or bylaws of Clearway Inc., or any successor governing documents, each covered party who was or is made a party or is threatened to be made a party to or is otherwise involved in any proceeding, by reason of the fact that he is or was a covered person or, while a covered person, is or was serving at the request of the

company or any parent or subsidiary of the company as an indemnitee, shall be indemnified and held harmless by the company to the fullest extent authorized by the Delaware Limited Liability Company Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith. Such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary agent, or covered person, and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except with respect to proceedings to enforce rights to indemnification or advance of expenses, the company shall not indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee except to the extent such proceeding (or part thereof) was authorized in writing by the majority members.

Other Contractual Indemnification

Indemnification Agreements

Clearway Inc. has entered into indemnification agreements with each of its current directors and officers. These agreements require Clearway Inc. to indemnify these individuals to the fullest extent permitted by the DGCL if by reason of their service to the company or by reason of anything done or not done by them in any such capacity, they are a party or are threatened to be made a party to any proceeding. Indemnitees shall be indemnified against all liabilities and expenses actually incurred by or on behalf of indemnitees in connection with such proceeding if indemnitee acted in good faith and in a manner indemnitee reasonably believed to be in or not opposed to the best interests of the company; provided, however, that no such indemnification in proceedings by or in the name of the company shall be made in respect of any claim, issue, or matter in such proceeding as to which Delaware law expressly prohibits such indemnification by reason of any adjudication of liability of indemnitee to the company, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine that, despite the adjudication of liability, the company may indemnify indemnitee for such liabilities and expenses.

No indemnification shall be paid to indemnitees (a) to the extent expressly prohibited by Delaware law or the company's certificate of incorporation or bylaws; (b) for which payment is actually made to indemnitee under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, by-law or agreement of the company or any other company or organization on whose board or other governing body indemnitee serves at the request of the company, except in respect of any indemnity exceeding the payment under such insurance, clause, by-law or agreement; (c) in connection with any proceeding (or any part thereof) initiated by indemnitee against the company or its directors, officers, employees or other indemnitees, except a proceeding or arbitration pursuant to Section 10 of the indemnification agreement thereunder to enforce such indemnitee's rights under the indemnification agreement or unless the proceeding (or part thereof) was authorized by the board of directors prior to its initiation; (d) with respect to any action, suit or proceeding brought by or on behalf of the company against indemnitee that is authorized by the board of directors, except as provided in certain sections of the indemnity agreement thereunder; or (e) in connection with any claim made against indemnitee for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by indemnitee of securities of the company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law or (ii) for reimbursement to the company of any bonus or other incentive-based or equity-based compensation or of any profits realized by indemnitee from the sale of securities of the company in each case as required under the Exchange Act.

Clearway Inc. maintains one or more policies with reputable insurance companies to provide the directors and officers of the company with coverage for losses from wrongful acts and omissions and to

ensure the company's performance of its indemnification obligations under the indemnification agreements thereunder.

Registration Rights Agreement

Each holder of notes covered by a registration statement (including each initial purchaser that is a Holder, in such capacity) has agreed, pursuant to the Registration Rights Agreement, to severally and not jointly indemnify and hold harmless the issuers, each of their respective directors, each of their respective officers who signs such registration statement and each person who controls any issuer within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity in the Registration Rights Agreement thereunder from the issuers to each such holder, but only with reference to written information relating to such holder furnished to the issuers by or on behalf of such holder specifically for inclusion in the documents referred to in the foregoing indemnity in the Registration Rights Agreement thereunder.

Item 21. Exhibits.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.01(a)	Certificate of Formation of Clearway Energy Operating LLC.	Incorporated herein by reference to Exhibit 3.01(a) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.01(b)	Certificate of Amendment of Certificate of Formation of Clearway Energy Operating LLC.	Incorporated herein by reference to Exhibit 3.01(b) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.02	Third Amended and Restated Limited Liability Company Agreement of Clearway Energy Operating LLC.	Incorporated herein by reference to Exhibit 3.3 to Clearway Energy LLC's Annual Report on Form 10-K filed on March 1, 2019.
3.03(a)	Certificate of Formation of Clearway Energy LLC.	Incorporated herein by reference to Exhibit 3.03(a) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.03(b)	Certificate of Amendment of Clearway Energy LLC.	Incorporated herein by reference to Exhibit 3.1 to Clearway Energy LLC's Current Report on Form 8-K filed on September 5, 2018.
3.04	Fourth Amended and Restated Limited Liability Company Agreement of Clearway Energy LLC, dated as of August 31, 2018.	Filed herewith.
3.05(a)	Certificate of Formation of Alta Wind 1-5 Holding Company, LLC.	Incorporated herein by reference to Exhibit 3.05(a) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.05(b)	Certificate of Amendment of Certificate of Formation of Alta Wind 1-5 Holding Company, LLC.	Incorporated herein by reference to Exhibit 3.05(b) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.06	Amended & Restated Limited Liability Company Agreement of Alta Wind 1-5 Holding Company, LLC.	Filed herewith.
3.07(a)	Certificate of Formation of Alta Wind Company, LLC.	Incorporated herein by reference to Exhibit 3.07(a) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.07(b)	Certificate of Amendment of Certificate of Formation of Alta Wind Company, LLC.	Incorporated herein by reference to Exhibit 3.07(b) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.08	Amended & Restated Limited Liability Company Agreement of Alta Wind Company, LLC.	Filed herewith.
3.09(a)	Certificate of Formation of RPV Holding LLC.	Incorporated herein by reference to Exhibit 3.13(a) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.09(b)	Certificate of Amendment of Certificate of Formation of RPV Holding LLC.	Incorporated herein by reference to Exhibit 3.13(b) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.09(c)	Certificate of Amendment of Certificate of Formation of RPV Holding LLC.	Filed herewith.
3.10	Second Amended & Restated Limited Liability Company Agreement of RPV Holding LLC.	Filed herewith.
3.11(a)	Certificate of Formation of South Trent Holdings LLC.	Incorporated herein by reference to Exhibit 3.15 to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.11(b)	Certificate of Amendment of Certificate of Formation of South Trent Holdings LLC.	Filed herewith.
3.12	Second Amended and Restated Limited Liability Company Agreement of South Trent Holdings LLC.	Incorporated herein by reference to Exhibit 3.16 to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.13(a)	Certificate of Formation of Fuel Cell Holdings LLC.	Incorporated herein by reference to Exhibit 3.17(a) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.13(b)	Certificate of Correction to Certificate of Formation of Fuel Cell Holdings LLC.	Incorporated herein by reference to Exhibit 3.17(b) to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
3.13(c)	Certificate of Amendment of Certificate of Formation of Fuel Cell Holdings LLC.	Filed herewith.
3.14	Amended & Restated Limited Liability Company Agreement of Fuel Cell Holdings LLC.	Filed herewith.
3.15	Articles of Organization of UB Fuel Cell, LLC.	Incorporated herein by reference to Exhibit 3.19 to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.16	Amended & Restated Limited Liability Company Agreement of UB Fuel Cell, LLC.	Incorporated herein by reference to Exhibit 3.20 to Clearway Energy LLC's Registration Statement on Form S- 4 filed on April 13, 2015.
3.17(a)	Certificate of Formation of DGPV Holding LLC.	Incorporated herein by reference to Exhibit 3.21 to Clearway Energy LLC's Registration Statement on Form S- 4/A filed on June 2, 2015.
3.17(b)	Certificate of Amendment of Certificate of Formation of DGPV Holding LLC.	Filed herewith.
3.18	Amended & Restated Limited Liability Company Agreement of DGPV Holding LLC.	Filed herewith.
3.19(a)	Certificate of Formation of Central CA Fuel Cell 1, LLC.	Filed herewith.
3.19(b)	Certificate of Amendment of Certificate of Formation of Central CA Fuel Cell 1, LLC.	Filed herewith.
3.20	Second Amended & Restated Limited Liability Company Agreement of Central CA Fuel Cell 1, LLC.	Filed herewith.
3.21(a)	Certificate of Formation of Solar Iguana LLC.	Filed herewith.
3.21(b)	Certificate of Amendment of Certificate of Formation of Solar Iguana LLC.	Filed herewith.
3.22	Second Amended & Restated Limited Liability Company Agreement of Solar Iguana LLC.	Filed herewith.
3.23(a)	Certificate of Formation of Solar Las Vegas MB 1 LLC.	Filed herewith.
3.23(b)	Certificate of Amendment of Certificate of Formation of Solar Las Vegas MB 1 LLC	Filed herewith.
3.24	Second Amended & Restated Limited Liability Company Agreement of Solar Las Vegas MB 1 LLC.	Filed herewith.
3.25(a)	Certificate of Formation of Clearway Solar Star LLC.	Filed herewith.
3.25(b)	Certificate of Amendment of Certificate of Formation of Clearway Solar Star LLC.	Filed herewith.
3.26	Second Amended & Restated Limited Liability Company Agreement of Clearway Solar Star LLC.	Filed herewith.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.27(a)	Certificate of Formation of Solar Tabernacle LLC.	Filed herewith.
3.27(b)	Certificate of Amendment of Certificate of Formation of Solar Tabernacle LLC.	Filed herewith.
3.27(c)	Certificate of Amendment of Certificate of Formation of Solar Tabernacle LLC.	Filed herewith.
3.28	Fourth Amended & Restated Limited Liability Company Agreement of Solar Tabernacle LLC.	Filed herewith.
3.29(a)	Certificate of Formation of Portfolio Solar I, LLC.	Filed herewith.
3.29(b)	Certificate of Amendment of Certificate of Formation of Portfolio Solar I, LLC.	Filed herewith.
3.30	Fifth Amended & Restated Limited Liability Company Agreement of Portfolio Solar I, LLC.	Filed herewith.
3.31(a)	Certificate of Formation of Solar Flagstaff One LLC.	Filed herewith.
3.31(b)	Certificate of Amendment of Certificate of Formation of Solar Flagstaff One LLC.	Filed herewith.
3.32	Amended & Restated Limited Liability Company Agreement of Solar Flagstaff One LLC.	Filed herewith.
3.33(a)	Certificate of Formation of SPP Asset Holdings, LLC.	Filed herewith.
3.33(b)	Certificate of Amendment of Certificate of Formation of SPP Asset Holdings, LLC.	Filed herewith.
3.34	Second Amended & Restated Limited Liability Company Agreement of SPP Asset Holdings, LLC.	Filed herewith.
3.35(a)	Certificate of Formation of SPP Fund II, LLC.	Filed herewith.
3.35(b)	Certificate of Amendment of Certificate of Formation of SPP Fund II, LLC.	Filed herewith.
3.36	Fourth Amended & Restated Limited Liability Company Agreement of SPP Fund II, LLC.	Filed herewith.
3.37(a)	Certificate of Formation of SPP Fund II-B, LLC.	Filed herewith.
3.37(b)	Certificate of Amendment of Certificate of Formation of SPP Fund II-B, LLC.	Filed herewith.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.38	Fourth Amended & Restated Limited Liability Company Agreement of SPP Fund II-B, LLC.	Filed herewith.
3.39(a)	Certificate of Formation of SPP Fund II Holdings, LLC.	Filed herewith.
3.39(b)	Certificate of Amendment of Certificate of Formation of SPP Fund II Holdings, LLC.	Filed herewith.
3.40	Amended & Restated Limited Liability Company Agreement of SPP Fund II Holdings, LLC.	Filed herewith.
3.41(a)	Certificate of Formation of SPP Fund III, LLC.	Filed herewith.
3.41(b)	Certificate of Amendment of Certificate of Formation of SPP Fund III, LLC.	Filed herewith.
3.42	Fifth Amended & Restated Limited Liability Company Agreement of SPP Fund III, LLC.	Filed herewith.
3.43	Certificate of Formation of Thermal Canada Infrastructure Holdings LLC.	Filed herewith.
3.44	Limited Liability Company Agreement of Thermal Canada Infrastructure Holdings LLC.	Filed herewith.
3.45	Certificate of Formation of Thermal Infrastructure Development Holdings LLC.	Filed herewith.
3.46	Limited Liability Company Agreement of Thermal Infrastructure Development Holdings LLC.	Filed herewith.
3.47	Certificate of Formation of ECP Uptown Campus Holdings LLC.	Filed herewith.
3.48	Limited Liability Company Agreement of ECP Uptown Campus Holdings LLC.	Filed herewith.
3.49	Certificate of Formation of Energy Center Caguas Holdings LLC.	Filed herewith.
3.50	Limited Liability Company Agreement of Energy Center Caguas Holdings LLC.	Filed herewith.
4.01	Indenture, dated August 5, 2014, among Clearway Energy Operating LLC, the guarantors named therein and Law Debenture Trust Company of New York, as trustee.	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on August 5, 2014.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.02	Form of 5.375% Senior Note due 2024.	Incorporated herein by reference to Exhibit 4.2 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on August 5, 2014.
4.03	Registration Rights Agreement, dated October 1, 2018, among Clearway Energy Operating LLC, the guarantors named therein and RBC Capital Markets, LLC, as representative of the initial purchasers.	Incorporated herein by reference to Exhibit 4.3 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on October 2, 2018.
4.04	Supplemental Indenture, dated November 7, 2014, among Clearway Energy Operating LLC, the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on November 13, 2014.
4.05	Supplemental Indenture, dated as of February 25, 2015, among Clearway Energy Operating LLC, the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on February 27, 2015.
4.06	Third Supplemental Indenture, dated as of April 10, 2015, among Clearway Energy Operating LLC, Clearway Energy LLC, the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.07 to Clearway Energy LLC's Registration Statement on Form S-4 filed on April 13, 2015.
4.07	Fourth Supplemental Indenture, dated as of May 8, 2015, among Clearway Energy Operating LLC, the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on May 8, 2015.
4.08	Indenture, dated June 29, 2015, among Clearway Energy, Inc., Clearway Energy Operating LLC and Clearway Energy LLC, as Guarantors, and Wilmington Trust, National Association, as Trustee.	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on June 29, 2015.
4.09	Form of 3.25% Convertible Senior Note due 2020.	Incorporated herein by reference to Exhibit 4.2 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on June 29, 2015.
4.10	Indenture, dated August 18, 2016, among Clearway Energy Operating LLC, the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy LLC's Current Report on Form 8-K filed on August 18, 2016.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.11	Form of 5.000% Senior Note due 2026.	Incorporated herein by reference to Exhibit 4.2 to Clearway Energy LLC's Current Report on Form 8-K filed on August 18, 2016.
4.12	Registration Rights Agreement, dated August 18, 2016, among Clearway Energy Operating LLC, the guarantors named therein and J.P. Morgan Securities LLC, as representative of the initial purchasers.	Incorporated herein by reference to Exhibit 4.3 to Clearway Energy LLC's Current Report on Form 8-K filed on August 18, 2016.
4.13	Fifth Supplemental Indenture, dated as of January 29, 2018, 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).	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy LLC's Current Report on Form 8-K, filed on January 31, 2018.
4.14	Sixth Supplemental Indenture, dated as of June 12, 2018, 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).	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy LLC's Current Report on Form 8-K filed on June 12, 2018.
4.15	Supplemental Indenture, dated as of January 29, 2018, among Clearway Energy Operating LLC, the guarantors named therein and the Delaware Trust Company (as successor in interest to Law Debenture Trust Company of New York).	Incorporated herein by reference to Exhibit 4.2 to Clearway Energy LLC's Current Report on Form 8-K, filed on January 31, 2018.
4.16	Second Supplemental Indenture, dated as of June 12, 2018, 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).	Incorporated herein by reference to Exhibit 4.2 to Clearway Energy LLC's Current Report on Form 8-K filed on June 12, 2018.
4.17	Seventh Supplemental Indenture, dated as of July 17, 2018, 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).	Incorporated herein by reference to Exhibit 4.3 to Clearway Energy LLC's Quarterly Report on Form 10-Q filed on August 2, 2018.
4.18	Third Supplemental Indenture, dated as of July 17, 2018, 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).	Incorporated herein by reference to Exhibit 4.4 to Clearway Energy LLC's Quarterly Report on Form 10-Q filed on August 2, 2018.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.19	<u>Eighth Supplemental Indenture, dated as of August 30, 2018, 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).</u>	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy LLC's Current Report on Form 8-K filed on September 6, 2018.
4.20	<u>Fourth Supplemental Indenture, dated as of August 30, 2018, 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).</u>	Incorporated herein by reference to Exhibit 4.2 to Clearway Energy LLC's Current Report on Form 8-K filed on September 6, 2018.
4.21	<u>Indenture, dated October 1, 2018, among Clearway Energy Operating LLC, the guarantors named therein and Delaware Trust Company, as trustee.</u>	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy LLC's Current Report on Form 8-K filed on October 2, 2018.
4.22	<u>Form of 5.750% Senior Notes due 2025</u>	Incorporated herein by reference to Exhibit 4.2 to Clearway Energy LLC's Current Report on Form 8-K filed on October 2, 2018.
4.23	<u>Ninth Supplemental Indenture, dated as of October 25, 2018, 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).</u>	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy LLC's Current Report on Form 8-K filed on October 31, 2018.
4.24	<u>Fifth Supplemental Indenture, dated as of October 25, 2018, 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).</u>	Incorporated herein by reference to Exhibit 4.2 to Clearway Energy LLC's Current Report on Form 8-K filed on October 31, 2018.
4.25	<u>First Supplemental Indenture, dated as of October 25, 2018, among Clearway Energy Operating LLC, the guarantors named therein and Delaware Trust Company.</u>	Incorporated herein by reference to Exhibit 4.3 to Clearway Energy LLC's Current Report on Form 8-K filed on October 31, 2018.
4.26	<u>Tenth Supplemental Indenture, dated as of December 7, 2018, 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).</u>	Incorporated herein by reference to Exhibit 4.1 to Clearway Energy LLC's Current Report on Form 8-K filed on December 12, 2018.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.27	Sixth Supplemental Indenture, dated as of December 7, 2018, 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).	Incorporated herein by reference to Exhibit 4.2 to Clearway Energy LLC's Current Report on Form 8-K filed on December 12, 2018.
4.28	Second Supplemental Indenture, dated as of December 7, 2018, among Clearway Energy Operating LLC, the guarantors named therein and Delaware Trust Company.	Incorporated herein by reference to Exhibit 4.3 to Clearway Energy LLC's Current Report on Form 8-K filed on December 12, 2018.
5.01	Opinion of Baker Botts L.L.P., with respect to registrants organized under the laws of the State of Delaware.	Filed herewith.
5.02	Opinion of Murtha Cullina LLP, with respect to the registrant organized under the laws of the State of Connecticut.	Filed herewith.
10.01	Third Amended and Restated Right of First Offer Agreement, dated as of August 31, 2018, by and between Clearway Energy, Inc. and NRG Energy, Inc.	Incorporated herein by reference to Exhibit 10.5 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on September 5, 2018.
10.02(a)	Right of First Offer Agreement, dated as of August 31, 2018, by and among Clearway Energy, Inc., Zephyr Renewables LLC and solely for purposes of Section 2.4, GIP III Zephyr Acquisition Partners, L.P.	Incorporated herein by reference to Exhibit 10.3 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on September 5, 2018.
10.02(b)	First Amendment to Right of First Offer Agreement, dated February 14, 2019, by and between Clearway Energy Group LLC and Clearway Energy, Inc.	Incorporated herein by reference to Exhibit 10.1 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on February 14, 2019.
10.03	Master Services Agreement, dated as of August 31, 2018, by and among Clearway Energy, Inc., Clearway Energy LLC, Clearway Energy Operating LLC and Zephyr Renewables LLC.	Incorporated herein by reference to Exhibit 10.1 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on September 5, 2018.
10.04	Master Services Agreement, dated as of August 31, 2018, by and among Zephyr Renewables LLC, Clearway Energy, Inc., Clearway Energy LLC, and Clearway Energy Operating LLC.	Incorporated herein by reference to Exhibit 10.2 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on September 5, 2018.
10.05	Termination Agreement, dated as of August 31, 2018, by and among Clearway Energy, Inc., Clearway Energy LLC, Clearway Energy Operating LLC and NRG Energy, Inc.	Incorporated herein by reference to Exhibit 10.9 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on September 5, 2018.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.06(a)	<u>Amended and Restated Credit Agreement, dated April 25, 2014, by and among Clearway Energy Operating LLC, Clearway Energy LLC, Royal Bank of Canada, as Administrative Agent, the lenders party thereto, Royal Bank of Canada, Goldman Sachs Bank USA and Bank of America, N.A., as L/C Issuers and RBC Capital Markets as Sole Left Lead Arranger and Sole Left Lead Book Runner.</u>	Incorporated by reference to Exhibit 10.1 to Clearway Energy, Inc.'s Current Report on Form 8-K filed on April 28, 2014.
10.06(b)	<u>First Amendment to Amended & Restated Credit Agreement, dated June 26, 2015, by and among Clearway Energy Operating LLC, Clearway Energy LLC, Royal Bank of Canada and the Lenders party thereto.</u>	Incorporated herein by reference to Exhibit 10.9 to Clearway Energy, Inc.'s Quarterly Report on Form 10-Q filed on August 4, 2015.
10.06(c)	<u>Second Amendment to Amended & Restated Credit Agreement, dated February 6, 2018, by and among Clearway Energy Operating LLC, Clearway Energy LLC, the guarantors party thereto, Royal Bank of Canada, as Administrative Agent, and the lenders party thereto.</u>	Incorporated herein by reference to Exhibit 10.1 to Clearway Energy LLC's Current Report on Form 8-K filed on February 12, 2018.
10.06(d)	<u>Third Amendment to Amended and Restated Credit Agreement and Administrative Agent Resignation and Appointment Agreement, dated as of April 30, 2018, by and among Clearway Energy Operating LLC, Clearway Energy LLC, the guarantors party thereto, Royal Bank of Canada, as Resigning Administrative Agent, JPMorgan Chase Bank, N.A., as Successor Administrative Agent, and the lenders party thereto.</u>	Incorporated herein by reference to Exhibit 10.1 to Clearway Energy LLC's Quarterly Report on Form 10-Q filed on May 3, 2018.
10.06(e)	<u>Fourth Amendment to Amended and Restated Credit Agreement, dated as of November 30, 2018, by and among Clearway Energy Operating LLC, Clearway Energy LLC, the guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto.</u>	Incorporated herein by reference to Exhibit 10.1 to Clearway Energy LLC's Current Report on Form 8-K filed on December 6, 2018.
10.07^	<u>Amended and Restated Limited Liability Company Agreement of NRG RPV Holdco 1 LLC, dated as of April 9, 2015.</u>	Incorporated herein by reference to Exhibit 10.1 to Clearway Energy, Inc.'s Quarterly Report on Form 10-Q filed on August 4, 2015.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.08 [^]	Amended and Restated Limited Liability Company Agreement of NRG DGPV Holdco 1 LLC, dated as of May 8, 2015.	Incorporated herein by reference to Exhibit 10.2 to Clearway Energy, Inc.'s Quarterly Report on Form 10-Q filed on August 4, 2015.
10.09 [^]	Amendment No. 1 to Amended and Restated Limited Liability Company Agreement of NRG RPV Holdco 1 LLC, dated as of March 1, 2016, by and between RPV Holding LLC and NRG Residential Solar Solutions LLC.	Incorporated herein by reference to Exhibit 10.1 to Clearway Energy, Inc.'s Quarterly Report on Form 10-Q filed on May 5, 2016.
10.10 [^]	Amendment No. 2 to Amended and Restated Limited Liability Company Agreement of NRG DGPV Holdco 1 LLC, dated as of March 1, 2016, by and among DGPV Holding LLC, NRG Renew DG Holdings LLC and NRG Renew LLC.	Incorporated herein by reference to Exhibit 10.2 to Clearway Energy, Inc.'s Quarterly Report on Form 10-Q filed on May 5, 2016.
10.11 [^]	Amended and Restated Limited Liability Company Agreement of NRG DGPV Holdco 2 LLC, dated as of March 1, 2016, by and among DGPV Holding LLC, NRG Renew DG Holdings LLC, and NRG Renew LLC.	Incorporated herein by reference to Exhibit 10.3 to Clearway Energy, Inc.'s Quarterly Report on Form 10-Q filed on May 5, 2016.
10.12	Amendment No. 2 to Amended and Restated Limited Liability Company Agreement of NRG RPV Holdco 1 LLC, dated as of August 5, 2016, by and between RPV Holding LLC and NRG Residential Solar Solutions LLC.	Incorporated herein by reference to Exhibit 10.1 to Clearway Energy, Inc.'s Quarterly Report on Form 10-Q, filed on August 9, 2016.
10.13 [†]	Employment Agreement, dated as of May 6, 2016, between Clearway Energy, Inc. and Christopher S. Sotos.	Incorporated herein by reference to Exhibit 10.1 to Clearway Energy, Inc.'s Current Report on Form 8-K/A, filed on August 9, 2016.
10.14 [†]	Amendment, dated January 1, 2018 to Employment Agreement between Clearway Energy, Inc. and Christopher Sotos.	Incorporated herein by reference to Exhibit 10.28 to Clearway Energy, Inc.'s Annual Report on Form 10-K, filed on March 1, 2018.
10.15	Assignment and Assumption Agreement, effective as of February 26, 2019, among Clearway Energy Operating LLC and GIP III Zephyr Carlsbad Holdings, LLC.	Incorporated herein by reference to Exhibit 10.15 to Clearway Energy LLC's Annual Report on Form 10-K filed on March 1, 2019.
21.01	Subsidiaries of Clearway Energy LLC.	Filed herewith.
23.01	Consent of Baker Botts, L.L.P.	Included in Exhibit 5.01.
23.02	Consent of Murtha Cullina LLP.	Included in Exhibit 5.02.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
23.03	Consent of KPMG LLP, independent registered public accounting firm with respect to the audited financial statements of Clearway Energy LLC.	Filed herewith.
24.01	Powers of Attorney with respect to Clearway Energy Operating LLC and the additional registrants.	Included on the signature pages to the Registration Statement.
25.01	Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939 of Delaware Trust Company, as trustee.	Filed herewith.
99.01	Form of Letter of Transmittal.	Filed herewith.
99.02	Form of Notice of Guaranteed Delivery.	Filed herewith.
99.03	Form of Letter to Brokers, Dealers and Other Nominees.	Filed herewith.
99.04	Form of Instructions to Registered Holder and/or DTC Participant From Beneficial Owner.	Filed herewith.

† Exhibit relates to compensation arrangements.

* This filing excludes schedules pursuant to Item 601(b)(2) of Regulation S-K, which the registrant agrees to furnish supplementary to the Securities and Exchange Commission upon request by the Commission.

^ Portions of this exhibit have been redacted and are subject to a confidential treatment request filed with the Secretary of the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Item 22. Undertakings.

(a) Each of the undersigned registrants hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) that, for the purpose of determining liability under the Securities Act to any purchaser:

(i) each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement;

(ii) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no

statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; and

(iii) each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) that, for the purpose of determining liability of the registrants under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

(iv) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(b) Each of the undersigned registrants hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of such annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions or otherwise, each of the registrants has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by such registrants of expenses incurred or paid by a director, officer or controlling

person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(d) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Clearway Energy Operating LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

CLEARWAY ENERGY OPERATING LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Senior Vice President and Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<hr/> <p>/s/ CHRISTOPHER S. SOTOS Christopher S. Sotos</p>	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<hr/> <p>/s/ CHAD PLOTKIN Chad Plotkin</p>	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<hr/> <p>/s/ MARY-LEE STILLWELL Mary-Lee Stillwell</p>	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
<hr/> <p>CLEARWAY ENERGY LLC</p>	Sole Managing Member
By: <hr/> <p>/s/ CHAD PLOTKIN</p>	
Name: <hr/> <p>Chad Plotkin</p>	
Title: <hr/> <p>Senior Vice President and Chief Financial Officer</p>	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Clearway Energy LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

CLEARWAY ENERGY LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Senior Vice President and Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<p>/s/ CHRISTOPHER S. SOTOS</p> <hr/> <p>Christopher S. Sotos</p>	<p>President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)</p>
<p>/s/ CHAD PLOTKIN</p> <hr/> <p>Chad Plotkin</p>	<p>Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)</p>
<p>/s/ MARY-LEE STILLWELL</p> <hr/> <p>Mary-Lee Stillwell</p>	<p>Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)</p>
<p>CLEARWAY ENERGY, INC.</p>	<p>Sole Managing Member</p>

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Senior Vice President and Chief Financial Officer

<u>Signatures</u>	<u>Title</u>
<hr/> <p>/s/ NATHANIEL ANSCHUETZ</p> <hr/> <p>Nathaniel Anschuetz</p>	Director of Clearway Energy, Inc., Sole Managing Member of Clearway Energy LLC
<hr/> <p>/s/ JONATHAN BRAM</p> <hr/> <p>Jonathan Bram</p>	Director of Clearway Energy, Inc., Sole Managing Member of Clearway Energy LLC
<hr/> <p>/s/ BRIAN R. FORD</p> <hr/> <p>Brian R. Ford</p>	Director of Clearway Energy, Inc., Sole Managing Member of Clearway Energy LLC
<hr/> <p>/s/ BRUCE MACLENNAN</p> <hr/> <p>Bruce MacLennan</p>	Director of Clearway Energy, Inc., Sole Managing Member of Clearway Energy LLC
<hr/> <p>/s/ FERRELL P. MCCLEAN</p> <hr/> <p>Ferrell P. McClean</p>	Director of Clearway Energy, Inc., Sole Managing Member of Clearway Energy LLC
<hr/> <p>/s/ DANIEL B. MORE</p> <hr/> <p>Daniel B. More</p>	Director of Clearway Energy, Inc., Sole Managing Member of Clearway Energy LLC
<hr/> <p>/s/ E. STANLEY O'NEAL</p> <hr/> <p>E. Stanley O'Neal</p>	Director of Clearway Energy, Inc., Sole Managing Member of Clearway Energy LLC
<hr/> <p>/s/ SCOTT STANLEY</p> <hr/> <p>Scott Stanley</p>	Director of Clearway Energy, Inc., Sole Managing Member of Clearway Energy LLC
<hr/> <p>/s/ CHRISTOPHER S. SOTOS</p> <hr/> <p>Christopher S. Sotos</p>	Director of Clearway Energy, Inc., Sole Managing Member of Clearway Energy LLC

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Alta Wind 1-5 Holding Company, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

ALTA WIND 1-5 HOLDING COMPANY, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Alta Wind Company, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

ALTA WIND COMPANY, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Central CA Fuel Cell 1, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

CENTRAL CA FUEL CELL 1, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Clearway Solar Star LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

CLEARWAY SOLAR STAR LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, DGPV Holding LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

DGPV HOLDING LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, ECP Uptown Campus Holdings LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

ECP UPTOWN CAMPUS HOLDINGS LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Energy Center Caguas Holdings LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

ENERGY CENTER CAGUAS HOLDINGS LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Fuel Cell Holdings LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

FUEL CELL HOLDINGS LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member
By: <u>/s/ CHAD PLOTKIN</u>	
Name: Chad Plotkin	
Title: <i>Senior Vice President and Chief Financial Officer</i>	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Portfolio Solar I, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

PORTFOLIO SOLAR I, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<p style="text-align: center;"><u> /s/ CHRISTOPHER S. SOTOS </u> Christopher S. Sotos</p>	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<p style="text-align: center;"><u> /s/ CHAD PLOTKIN </u> Chad Plotkin</p>	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<p style="text-align: center;"><u> /s/ MARY-LEE STILLWELL </u> Mary-Lee Stillwell</p>	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
<p style="text-align: center;">CLEARWAY ENERGY LLC</p>	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, RPV Holding LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

RPV HOLDING LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Solar Flagstaff One LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SOLAR FLAGSTAFF ONE LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Solar Iguana LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SOLAR IGUANA LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 6, 2019.

<u>Signatures</u>	<u>Title</u>
<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member
By: <u>/s/ CHAD PLOTKIN</u>	
Name: Chad Plotkin	
Title: <i>Senior Vice President and Chief Financial Officer</i>	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Solar Las Vegas MB 1 LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SOLAR LAS VEGAS MB 1 LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Solar Tabernacle LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SOLAR TABERNACLE LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member
By: <u>/s/ CHAD PLOTKIN</u>	
Name: Chad Plotkin	
Title: <i>Senior Vice President and Chief Financial Officer</i>	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, South Trent Holdings LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SOUTH TRENT HOLDINGS LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, SPP Asset Holdings, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SPP ASSET HOLDINGS, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, SPP Fund II Holdings, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SPP FUND II HOLDINGS, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
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<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, SPP Fund II, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SPP FUND II, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, SPP Fund II-B, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SPP FUND II-B, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member
By: <u>/s/ CHAD PLOTKIN</u>	
Name: Chad Plotkin	
Title: <i>Senior Vice President and Chief Financial Officer</i>	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, SPP Fund III, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

SPP FUND III, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Thermal Canada Infrastructure Holdings LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

THERMAL CANADA INFRASTRUCTURE
HOLDINGS LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ CHRISTOPHER S. SOTOS</u> Christopher S. Sotos	President and Chief Executive Officer of Clearway Energy Operating LLC (principle executive officer)
<u>/s/ CHAD PLOTKIN</u> Chad Plotkin	Senior Vice President and Chief Financial Officer of Clearway Energy Operating LLC (principle financial officer)
<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Thermal Infrastructure Development Holdings LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

THERMAL INFRASTRUCTURE DEVELOPMENT
HOLDINGS LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member
By: <u>/s/ CHAD PLOTKIN</u>	
Name: Chad Plotkin	
Title: Senior Vice President and Chief Financial Officer	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, UB Fuel Cell, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on August 6, 2019.

UB FUEL CELL, LLC

By: /s/ CHAD PLOTKIN

Name: Chad Plotkin
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Kevin P. Malcarney and Michael A. Brown, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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<u>/s/ MARY-LEE STILLWELL</u> Mary-Lee Stillwell	Vice President and Chief Accounting Officer of Clearway Energy Operating LLC (principle accounting officer)
CLEARWAY ENERGY LLC	Sole Member

By: /s/ CHAD PLOTKIN
Name: Chad Plotkin
Title: *Senior Vice President and Chief Financial Officer*

**FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF**

NRG YIELD LLC

Dated and effective as of

August 31, 2018

THE LIMITED LIABILITY COMPANY INTERESTS IN NRG YIELD LLC HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS AND ARE BEING SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH INTERESTS MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE SECURITIES LAWS OF ANY STATE AND ANY OTHER APPLICABLE SECURITIES LAWS; (II) THE TERMS AND CONDITIONS OF THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT; AND (III) ANY OTHER TERMS AND CONDITIONS AGREED TO IN WRITING BETWEEN THE MANAGING MEMBER AND THE APPLICABLE MEMBER. THE LIMITED LIABILITY COMPANY INTERESTS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS, THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT AND ANY OTHER TERMS AND CONDITIONS AGREED TO IN WRITING BY THE MANAGING MEMBER AND THE APPLICABLE MEMBER. THEREFORE, PURCHASERS AND OTHER TRANSFEREES OF SUCH LIMITED LIABILITY COMPANY INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT OR ACQUISITION FOR AN INDEFINITE PERIOD OF TIME.

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**FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG YIELD LLC**

This FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of NRG Yield LLC, a Delaware limited liability company (the "Company"), dated and effective as of August 31, 2018 (the "Effective Date"), is made by and among the Members (as defined below).

WHEREAS, as of March 5, 2013, NRG Energy Inc., a Delaware corporation ("NRG") and the sole stockholder of NRG Yield, Inc. ("Yield"), formed NRG Yieldco LLC under the Act by executing the Limited Liability Agreement of NRG Yieldco LLC (the "Original Agreement") and filing a Certificate of Formation with the Office of the Secretary of State of the State of Delaware, at which time NRG was issued 1,000 Units;

WHEREAS, as of May 17, 2013, NRG filed with the Secretary of State of the State of Delaware a Certificate of Amendment to the Certificate of Formation of NRG Yieldco LLC, which changed NRG Yieldco LLC's name to "NRG Yield LLC" under the Act (as defined below), and NRG amended and restated the Original Agreement in its entirety (the "First Amended Agreement");

WHEREAS, as of July 16, 2013, NRG amended and restated the First Amended Agreement in its entirety in connection with Yield's initial public offering to provide, for among other things, the designation of Yield as the Managing Member of the Company and to create another class of limited liability interests of the Company (the "Second Amended Agreement");

WHEREAS, as of May 14, 2015, NRG and Yield amended and restated the Second Amended Agreement in its entirety in connection with a recapitalization of the Company (the "Third Amended Agreement"); and WHEREAS, the parties hereto desire to amend and restate the Third Amended Agreement in its entirety in connection with that certain Purchase and Sale Agreement, pursuant to which NRG has agreed to sell to GIP III Zephyr Acquisition Partners, L.P. one hundred percent (100%) of the outstanding membership interests of Zephyr Renewables LLC, a Delaware limited liability company, which shall include ownership by Zephyr Renewables LLC of (a) one hundred percent (100%) of the shares of Class B Common Stock and one hundred percent (100%) of the shares of Class D Common Stock and (b) one hundred percent (100%) of the Class B Units and one hundred percent (100%) of the Class D Units.

NOW, THEREFORE, in consideration of the premises and the covenants and provisions hereinafter contained, the Members hereby adopt the following:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

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

“Act” means the Delaware Limited Liability Company Act, as amended.

“Additional Member” means any Person that has been admitted to the Company as a Member pursuant to Section 7.4 by virtue of having received its Membership Interest from the Company and not from any other Member or Assignee.

“Adjusted Capital Account” means the Capital Account maintained for each Member as of the end of each Fiscal Year of the Company, (a) increased by any amounts that such Member is obligated to restore under the standards set by Treasury Regulations Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5)) and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such Fiscal Year, are reasonably expected to be allocated to such Member in subsequent years under Section 706(d) of the Code and Treasury Regulations Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such Fiscal Year, are reasonably expected to be made to such Member in subsequent years in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Member’s Capital Account that are reasonably expected to occur during (or prior to) the year in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 5.1(b)(i) or Section 5.1(b)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b) (2)(ii)(d) and shall be interpreted consistently therewith. The “Adjusted Capital Account” of a Member in respect of a Unit shall be the amount that such Adjusted Capital Account would be if such Unit were the only interest in the Company held by such Member from and after the date on which such Unit was first issued.

“Adjusted Property” means any property the Carrying Value of which has been adjusted pursuant to Section 3.3(c)(i) or Section 3.3(c)(ii).

“Affiliate” means, with respect to any Person, any Person directly or indirectly through one or more intermediaries, Controlling, Controlled by or under common Control with such Person.

“Agreed Value” of any Contributed Property means the Fair Market Value of such property or other consideration at the time of contribution as determined by the Managing Member, without taking into account any liabilities to which such Contributed Property was subject at such time. The Managing Member shall use such method as it determines to be appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Company in a single transaction or series of related transactions among each separate property on a basis proportional to the Fair Market Value of each Contributed Property.

“Agreement” has the meaning set forth in the preamble of this Agreement.

“Assignee” means any Transferee to which a Member or another Assignee has Transferred all or a portion of its interest in the Company in accordance with the terms of this Agreement, but that is not admitted to the Company as a Member.

“Bankruptcy” means, with respect to any Person, (a) if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (b) if 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without such Person’s consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of “Bankruptcy” is intended to replace and shall supersede and replace the definition of “Bankruptcy” set forth in Sections 18-101(1) and 18-304 of the Act.

“Book-Tax Disparity” means, with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for federal income tax purposes as of such date.

“Business Day” means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of New York shall not be regarded as a Business Day.

“Capital Account” means the capital account maintained for a Member pursuant to Section 3.3 of this Agreement.

“Capital Contribution” means, with respect to any Member, the amount of any cash or cash equivalents or the Fair Market Value of other property contributed or deemed to be contributed to the Company by such Member with respect to any Unit or other Equity Securities issued by the Company (net of liabilities assumed by the Company or to which such property is subject).

“Carrying Value” means (a) with respect to a Contributed Property, subject to the following sentence, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Members’ Capital Accounts in respect of such Contributed Property, and (b) with respect to any other Company property, subject to the following sentence and Section 3.3(b)(iv), the adjusted basis of such property for federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Section 3.3(c)(i) and Section 3.3(c)(ii) and to reflect

changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Company properties, as deemed appropriate by the Managing Member.

“Certificate” means the Certificate of Formation of the Company, as filed with the Secretary of State of the State of Delaware.

“Class A Common Stock” means the Class A common stock, par value \$0.01 per share, of Yield.

“Class A Common Stock Sale” means the sale or issuance by Yield of one or more shares of Class A Common Stock for cash.

“Class A Member” means a holder of Class A Units as relates to the ownership of such Units, executing this Agreement as a Class A Member or hereafter admitted to the Company as a Class A Member as provided in this Agreement, but does not include any Person who has ceased to be a Member.

“Class A Unit” means a Unit representing a fractional part of the equity interest in the Company having the rights and obligations specified with respect to the Class A Units in this Agreement.

“Class B Common Stock” means the Class B common stock, par value \$0.01 per share, of Yield.

“Class B Member” means a holder of Class B Units as relates to the ownership of such Units, executing this Agreement as a Class B Member or hereafter admitted to the Company as a Class B Member as provided in this Agreement, but does not include any Person who has ceased to be a Member.

“Class B Unit” means a Unit representing a fractional part of the equity interest in the Company having the rights and obligations specified with respect to the Class B Units in this Agreement.

“Class C Common Stock” means the Class C common stock, par value \$0.01 per share, of Yield.

“Class C Common Stock Sale” means the sale or issuance by Yield of one or more shares of Class C Common Stock for cash.

“Class C Member” means a holder of Class C Units as relates to the ownership of such Units, executing this Agreement as a Class C Member or hereafter admitted to the Company as a Class C Member as provided in this Agreement, but does not include any Person who has ceased to be a Member.

“Class C Unit” means a Unit representing a fractional part of the equity interest in the Company having the rights and obligations specified with respect to the Class C Units in this Agreement.

“Class D Common Stock” means the Class D common stock, par value \$0.01 per share, of Yield.

“Class D Member” means a holder of Class D Units as relates to the ownership of such Units, executing this Agreement as a Class D Member or hereafter admitted to the Company as a Class C Member as provided in this Agreement, but does not include any Person who has ceased to be a Member.

“Class D Unit” means a Unit representing a fractional part of the equity interest in the Company having the rights and obligations specified with respect to the Class D Units in this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the preamble of this Agreement.

“Company Minimum Gain” has the meaning set forth for the term “partnership minimum gain” in Treasury Regulations Section 1.704-2(d).

“Control” (including the correlative terms “Controlled by” and “Controlling”) means, when used with reference to any Person, the possession, directly or indirectly, of the power to direct, or to cause the direction of, the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Contributed Property” means any property contributed to the Company by a Member.

“Economic Risk of Loss” has the meaning set forth in Section 5.1(b)(vi).

“Effective Date” has the meaning set forth in the preamble of this Agreement.

“Equity Securities” means, as applicable, (i) any capital stock, limited liability company or membership interests, partnership interests, or other equity interest, (ii) any securities directly or indirectly convertible into or exchangeable for any capital stock, limited liability company or membership interests, partnership interests, or other equity interest or containing any profit participation features, (iii) any rights or options directly or indirectly to subscribe for or to purchase any capital stock, limited liability company or membership interests, partnership interest, other equity interest or securities containing any profit participation features or to subscribe for or to purchase any securities directly or indirectly convertible into or exchangeable for any capital stock, limited liability company or membership interests, partnership interest, other equity interests or securities containing any profit participation features, (iv) any equity appreciation rights, phantom equity rights or other similar rights, or (v) any Equity Securities issued or issuable with respect to the securities referred to in clauses (i) through (iv) above in connection with a combination, recapitalization, merger, consolidation or other reorganization.

“Exchange” means the exchange of Class B Units for Class A Common Stock and the exchange of Class D Units for Class C Common Stock pursuant to this Agreement and the Exchange Agreement.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder as in effect from time to time.

“Exchange Agreement” means the Amended and Restated Exchange Agreement, dated as May 14, 2015, among the Managing Member, the Company and the Persons from time to time party thereto, as it may be amended or supplemented from time to time.

“Exchange Election” has the meaning set forth in Section 3.2(c)(i).

“Exchange Shares” has the meaning set forth in Section 3.2(c)(ii).

“Exchanging Class B Member” means a Class B Member Transferring Class B Units as contemplated in Section 3.2(c).

“Exchanging Class D Member” means a Class D Member Transferring Class D Units as contemplated in Section 3.2(c).

“Fair Market Value” means, with respect to any assets or securities, the fair market value for such assets or securities as determined in good faith by the Managing Member in its sole discretion.

“First Amended Agreement” has the meaning set forth in the recitals hereof.

“Fiscal Year” means the fiscal year of the Company which shall end on December 31 of each calendar year unless, for United States federal income tax purposes, another fiscal year is required. The Company shall have the same fiscal year for United States federal income tax purposes and for accounting purposes.

“GAAP” means accounting principles generally accepted in the United States of America, consistently applied and maintained throughout the applicable periods.

“GIP Member” means Zephyr Renewables LLC and its Permitted Transferees.

“HSR Act” has the meaning set forth in Section 7.2.

“Income” means individual items of Company income and gain determined in accordance with the definitions of Net Income and Net Loss.

“Indemnitees” means (a) any Person who is or was a member, partner, shareholder, director, officer, fiduciary or trustee of the Company or any Affiliate of the Company, (b) any Person who is or was serving at the request of the Managing Member as an officer, director, member, partner, fiduciary or trustee of another Person, in each case, acting in such capacity (provided that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services) and (c) any Person the Managing Member designates as an “Indemnitee” for purposes of this Agreement.

“Loss” means individual items of Company loss and deduction determined in accordance with the definitions of Net Income and Net Loss.

“Managing Member” means, initially, Yield and any assignee to which the managing member of the Company Transfers all Units held by such managing member of the Company that is admitted to the Company as the managing member of the Company, in its capacity as the managing member of the Company.

“Member” means each Person listed on the Schedule of Members on the date hereof (including the Managing Member) and each other Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Act. Any reference in this Agreement to any Member shall include such Member’s Successors in Interest to the extent such Successors in Interest have become Substituted Members in accordance with the provisions of this Agreement.

“Member Nonrecourse Debt” has the meaning set forth for the term “partner nonrecourse debt” in Treasury Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Debt Minimum Gain” has the meaning set forth for the term “partner nonrecourse debt minimum gain” in Treasury Regulations Section 1.704-2(i)(2).

“Member Nonrecourse Deduction” has the meaning set forth for the term “partner nonrecourse deduction” in Treasury Regulation Section 1.704-2(i)(1).

“Membership Interests” means, collectively, the limited liability company interests of the Members in the Company as represented by Units.

“Membership Interest Certificate” has the meaning set forth in Section 3.7.

“Net Income” means, for any taxable year, the excess, if any, of the Company’s items of income and gain for such taxable year over the Company’s items of loss and deduction for such taxable year. The items included in the calculation of Net Income shall be determined in accordance with Section 3.3(b) and shall not include any items specially allocated under Section 5.1(b).

“Net Loss” means, for any taxable year, the excess, if any, of the Company’s items of loss and deduction for such taxable year over the Company’s items of income and gain for such taxable year. The items included in the calculation of Net Loss shall be determined in accordance with Section 3.3 and shall not include any items specially allocated under Section 5.1(b).

“Nonrecourse Deductions” means any and all items of loss, deduction, or expenditure (including, without limitation, any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulations Section 1.704-2(b), are attributable to a Nonrecourse Liability.

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations Section 1.752-1(a)(2).

“NRG” has the meaning set forth in the preamble of this Agreement.

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“Officer” means each Person designated as an officer of the Company pursuant to and in accordance with the provisions of Section 6.2, subject to any resolution of the Managing Member appointing such Person as an officer of the Company or relating to such appointment.

“Original Agreement” has the meaning set forth in the recitals hereof.

“Partnership Representative” has the meaning set forth in Section 8.4(d).

“Percentage Interest” means, with respect to any Member as of any date of determination, the product obtained by multiplying 100% by the quotient obtained by dividing the number of Units held by such Member by the total number of all outstanding Units.

“Permitted Transferee” means with respect to any Person, any Affiliate of such Person.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity, including any governmental entity.

“Reclassified Units” has the meaning set forth in Section 3.2(c)(i).

“Required Allocations” has the meaning set forth in Section 5.1(b)(ix)(A).

“Schedule of Members” has the meaning set forth in Section 3.1(b).

“Second Amended Agreement” has the meaning set forth in the preamble of this Agreement.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder as in effect from time to time.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof that is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall control the management of any such limited liability company, partnership, association or other business entity. For purposes hereof, references to a “Subsidiary” of any Person shall be given effect only at such times that such Person has one or more Subsidiaries and, unless otherwise indicated, the term “Subsidiary” refers to a Subsidiary of the Company.

“Substituted Member” means a Person who is admitted as a Member to the Company pursuant to Section 7.4 with all the rights of a Member and who is shown as a Member on the Schedule of Members.

“Successor in Interest” means any (i) trustee, custodian, receiver or other Person acting in any Bankruptcy or reorganization proceeding with respect to, (ii) assignee for the benefit of the creditors of, or (iii) trustee or receiver, or current or former officer, director or partner, or other fiduciary acting for or with respect to the dissolution, liquidation or termination of.

“Tax Matters Member” has the meaning set forth in Section 8.4(d).

“Third Amended Agreement” has the meaning set forth in the preamble of this Agreement.

“Transfer” means sell, assign, convey, contribute, distribute, give, or otherwise transfer, whether directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, or any act of the foregoing, including any Transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage; provided, that any Transfer of Equity Securities in a private equity or infrastructure fund or its affiliated funds or Transfers of such Equity Securities to direct or indirect limited partners or other equityholders thereof (including in connection with Transfers of such Equity Securities at or in connection with the end of such fund’s term) shall not be deemed to be a Transfer. The terms “Transferee,” “Transferor,” “Transferred,” “Transferring Member,” “Transferor Member” and other forms of the word “Transfer” shall have the correlative meanings.

“Treasury Regulations” means the regulations, including temporary regulations, promulgated by the United States Treasury Department under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Units” means the Class A Units, the Class B Units, the Class C Units, the Class D Units and any other series of limited liability company interests in the Company denominated as “Units” that are established in accordance with this Agreement, which shall constitute limited liability company interests in the Company as provided in this Agreement and under the Act, entitling the holders thereof to the relative rights, title and interests in the profits, losses, deductions and credits of the Company at any particular time as set forth in this Agreement, and any and all other benefits to which a holder thereof may be entitled as a Member as provided in this Agreement, together with the obligations of such Member to comply with all terms and provisions of this Agreement.

“Unrealized Gain” attributable to any item of Company property means, as of any date of determination, the excess, if any, of (a) the Fair Market Value of such property as of such date (as determined under Section 3.3(c)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 3.3(c)) as of such date).

“Unrealized Loss” attributable to any item of Company property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 3.3(c)) as of such date) over (b) the Fair Market Value of such property as of such date (as determined under Section 3.3(c)).

“Yield” has the meaning set forth in the preamble of this Agreement.

“Yield Charter” means the Restated Certificate of Incorporation of Yield, as restated as of May 2, 2016, and as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

Section 1.2. Other Definitions. Other terms defined herein have the meanings so given them.

Section 1.3. Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, all references to “including” shall be construed as meaning “including without limitation” and all references to Exhibits are to Exhibits attached to this Agreement, each of which is made a part for all purposes.

ARTICLE II ORGANIZATIONAL AND OTHER MATTERS

Section 2.1. Formation. The Company was formed as a Delaware limited liability company on March 5, 2013 by the execution and filing of a Certificate of Formation of the Company (the “Certificate”) by an authorized person under and pursuant to the Act and the execution of the Original Agreement. The Members agree to continue the Company as a limited liability company under the Act, upon the terms and subject to the conditions set forth in this Agreement. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. This Agreement is the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act. To the extent that this Agreement is inconsistent in any respect with the Act, this Agreement shall, to the extent permitted by the Act, control.

Section 2.2. Name. The name of the Company is “NRG Yield LLC”, provided, however, that the name of the Company shall be changed to “Clearway Energy LLC” effective upon the filing on or about August 31, 2018 with the Secretary of State of the State of Delaware a Certificate of Amendment to the Certificate of Formation of the Company reflecting such change. The business of the Company has been and shall be conducted under that name, or under any other name adopted by the Managing Member in accordance with the Act. Subject to the Act, the Managing Member may change the name of the Company (and amend this Agreement to reflect such change) at any time and from time to time without the consent of any other Person. Prompt notification of any such change shall be given to all Members.

Section 2.3. Limited Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, are and shall be the debts, obligations and liabilities solely of the Company, and a Member shall not be obligated personally for any of such debts, obligations or liabilities solely by reason of being a Member.

Section 2.4. Registered Office; Registered Agent; Principal Office in the United States; Other Offices. The registered office of the Company in the State of Delaware shall be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Managing Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial

registered agent designated in the Certificate or such other Person or Persons as the Managing Member may designate from time to time in the manner provided by law. The registered office of the Company in the United States shall be at the place specified in the Certificate, or such other place(s) as the Managing Member may designate from time to time. The Company may have such other offices as the Managing Member may determine appropriate.

Section 2.5. Purpose; Powers. The Company may carry on any lawful business, purpose or activity permitted by the Act. The Company may engage in any and all activities necessary, desirable or incidental to the accomplishment of the foregoing. Subject to the provisions of this Agreement and except as prohibited by the Act, (i) the Company may, with the approval of the Managing Member, enter into and perform any and all documents, agreements and instruments, all without any further act, vote or approval of any Member and (ii) the Managing Member may authorize any Person (including any Member or Officer) to enter into and perform any document on behalf of the Company.

Section 2.6. Existing and Good Standing; Foreign Qualification. The Managing Member may take all action which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Delaware (and of each other jurisdiction in which such existence is necessary to enable the Company to conduct the business in which it is engaged) and (ii) for the maintenance, preservation and operation of the business of the Company in accordance with the provisions of this Agreement and applicable laws and regulations. The Managing Member may file or cause to be filed for recordation in the office of the appropriate authorities of the State of Delaware, and in the proper office or offices in each other jurisdiction in which the Company is formed or qualified, such certificates (including certificates of limited liability companies and fictitious name certificates) and other documents as are required by the applicable statutes, rules or regulations of any such jurisdiction or as are required to reflect the identity of the Members and the amounts of their respective capital contributions. Each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming to this Agreement that are necessary or appropriate to qualify, or, as appropriate, to continue or terminate such qualification of, the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

Section 2.7. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of the State of Delaware, and shall continue in existence until it is liquidated or dissolved in accordance with this Agreement and the Act.

Section 2.8. No State Law Partnership.

(a) The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member or Officer shall be a partner or joint venturer of any other Member or Officer by virtue of this Agreement, for any purposes other than as is set forth in the last sentence of this Section 2.8(a), and this Agreement shall not be construed to the contrary. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state or local income tax purposes, as of the date Yield first becomes a Member, and each Member, Assignee and the Company shall file all tax returns and shall otherwise take all

tax and financial reporting positions in a manner consistent with such treatment. Neither the Company nor any Member shall take any action inconsistent with such treatment.

(b) So long as the Company is treated as a partnership for federal income tax purposes, to ensure that Units are not traded on an established securities market within the meaning of Treasury Regulations Section 1.7704-1(b) or readily tradable on a secondary market or the substantial equivalent thereof within the meaning of Regulations Section 1.7704-1(c), notwithstanding anything to the contrary contained herein, (i) the Company shall not participate in the establishment of any such market or the inclusion of its Units thereon, and (ii) the Company shall not recognize any Transfer made on any such market by: (A) redeeming the Transferor Member (in the case of a redemption or repurchase by the Company); or (B) admitting the Transferee as a Member or otherwise recognizing any rights of the Transferee, such as a right of the Transferee to receive Company distributions (directly or indirectly) or to acquire an interest in the capital or profits of the Company.

ARTICLE III MEMBERS; CAPITALIZATION

Section 3.1. Members; Units.

(a) Limited Liability Company Interests. Interests in the Company shall be represented by Units, or such other Equity Securities in the Company, or such other Company securities, in each case as the Managing Member may establish in its sole discretion in accordance with the terms hereof. As of the Effective Date, the Units are comprised of four Classes: “Class A Units,” “Class B Units,” “Class C Units,” and “Class D Units.”

(b) Schedule of Units; Schedule of Members. The Company shall maintain a schedule setting forth (i) the name and address of each Member, (ii) the number of Units (by Class) owned by such Member, (iii) the aggregate number of outstanding Units by Class (including rights, options or warrants convertible into or exchangeable or exercisable for Units), and (iv) the aggregate amount of cash Capital Contributions that have been made by each of the Members and the Fair Market Value of any property other than cash contributed by each of the Members with respect to such Units (including, if applicable, a description and the amount of any liability assumed by the Company or to which contributed property is subject) (such schedule, the “Schedule of Members”). The Schedule of Members shall be the definitive record of ownership of each Unit or other Equity Security in the Company and all relevant information with respect to each Member. The Company shall be entitled to recognize the exclusive right of a Person registered on its records as the owner of Units or other Equity Securities in the Company for all purposes and shall not be bound to recognize any equitable or other claim to or interest in Units or other Equity Securities in the Company on the part of any other Person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

(c) Class A Units. The Schedule of Members sets forth the identity of all Class A Members and the number of Class A Units held by each Class A Member. The Class A Units shall rank pari passu with, and have all the same rights (including the rights to share in Net Income and Net Loss or items thereof and distributions made in accordance with ARTICLE IV) and be subject to all of the same obligations, as the Class B Units, Class C Units, and Class D Units.

(d) Class B Units. The Schedule of Members sets forth the identity of all Class B Members and the number of Class B Units held by each Class B Member. Class B Units are issuable to the GIP Member. Upon the Exchange contemplated in any Exchange Election, the Class B Units covered by such Exchange Election shall be exchanged for Exchange Shares pursuant to the Exchange Agreement and, in connection with such Exchange, reclassified as Class A Units. The Class B Units shall rank pari passu with, and have all the same rights (including the rights to share in Net Income and Net Loss or items thereof and distributions made in accordance with ARTICLE IV) and be subject to all of the same obligations, as the Class A Units, the Class C Units and the Class D Units.

(e) Class C Units. The Schedule of Members sets forth the identity of all Class C Members and the number of Class C Units held by each Class C Member. The Class C Units shall rank pari passu with, and have all the same rights (including the rights to share in Net Income and Net Loss or items thereof and distributions made in accordance with ARTICLE IV) and be subject to all of the same obligations, as the Class A, Class B and Class D Units.

(f) Class D Units. The Schedule of Members sets forth the identity of all Class D Members and the number of Class D Units held by each Class D Member. Class D Units are issuable to the GIP Member. Upon the Exchange contemplated in any Exchange Election, the Class D Units covered by such Exchange Election shall be exchanged for Exchange Shares pursuant to the Exchange Agreement and, in connection with such Exchange, reclassified as Class C Units. The Class D Units shall rank pari passu with, and have all the same rights (including the rights to share in Net Income and Net Loss or items thereof and distributions made in accordance with ARTICLE IV) and be subject to all of the same obligations, as the Class A, Units, the Class B Units and the Class C Units.

Section 3.2. Class A Common Stock and Class C Common Stock Sale; Exchanges; Authorization and Issuance of Additional Units.

(a) General. Notwithstanding anything expressed or implied to the contrary in this Agreement (including Section 7.4 hereof), neither a Class B Member nor a Class D Member may Transfer, directly or indirectly, all or any portion of its respective Class B Units or Class D Units, except in connection with (i) a Class A Common Stock Sale or a Class C Common Stock Sale, respectively, (ii) a Transfer of such Units in accordance with the procedures set forth in Section 3.2(c) or (iii) a Transfer of Class B Units or the Class D Units held by such Class B Member or Class D Member, as applicable (as an “Exchanging Class B Member” or “Exchanging Class D Member,” as applicable) to one or more Permitted Transferees in accordance with Section 7.3. No Transfer of any Class B Units by a Class B Member or of any Class D Units by a Class D Member to a Permitted Transferee shall effect a release of the transferring Class B Member’s or Class D Member’s obligations under this Agreement to the Class A Members or the Class C Members, as applicable, and as a condition to such Transfer, each such Permitted Transferee shall expressly assume in writing all of the obligations of the transferring Class B Member or Class D Member, as applicable, whether arising prior to, on or after the date of Transfer, to the Class A Members or the Class C Members, as applicable.

(b) Class A Common Stock or Class C Common Stock Sale. In connection with any Class A Common Stock Sale or Class C Common Stock Sale, the Managing Member

shall cause the Company to use the related net cash proceeds from such sale (upon the receipt thereof from Yield) to either (i) issue Class A Units in the case of any Class A Common Stock Sale or issue Class C Units in the case of a Class C Common Stock Sale, in an amount equal to the number of shares of Class A Common Stock related to such Class A Common Stock Sale, to the Class A Member, or the number of shares of Class C Common Stock related to such Class C Common Stock Sale, to the Class C Member or (ii) as contemplated in the Exchange Agreement, purchase Class B Units or Class D Units from one or more “Yield LLC Unitholders” under the Exchange Agreement, which Class B Units or Class D Units, as applicable, shall automatically be reclassified into Class A Units or Class C Units, as applicable, upon the consummation of the purchase set forth in this clause (ii). Alternatively, the Managing Member shall cause Yield to use a portion of the net cash proceeds to purchase Class B Units in the case of the sale of Class A Common Stock, or to purchase Class D Units in the case of sale of Class C Common Stock from the GIP Member, which Class B Units then will convert to Class A Units, or the Class D Units then will convert into the Class C Units immediately upon such purchase. The determination of whether to apply the net cash proceeds received by the Company from any Class A Common Stock Sale or any Class C Common Stock Sale in accordance with (i) or (ii) set forth in this Section 3.2(b) shall be made in the Managing Member’s sole discretion.

(c) Exchanges.

(i) Step 1. An Exchanging Class B Member or an Exchanging Class D Member shall deliver to the Managing Member the written election of exchange (an “Exchange Election”) as contemplated by Section 2.1(b) of the Exchange Agreement. Upon the Exchange contemplated by an Exchange Election, the number of Class B Units or Class D Units designated in the Exchange Election shall be reclassified into an equal number of Class A Units, in the case of the Exchange of Class B Units, or Class C Units in the case of the Exchange of Class D Units (such Class A Units or Class C Units, the “Reclassified Units”) and such Reclassified Units shall be exchanged as contemplated by Step 2 below and the Exchange Agreement.

(ii) Step 2. The Reclassified Units shall be delivered to Yield in exchange for shares of Class A Common Stock or the Class C Common Stock (“Exchange Shares”) as contemplated by the Exchange Agreement, which Class A Common Stock or Class C Common Stock, as applicable, shall be delivered by or on behalf of the Company to the Exchanging Class B Member or Class D Member, as applicable (as set forth in the Exchange Election). The Reclassified Units shall be deemed automatically issued to Yield upon the issuance of the Exchange Shares to the Exchanging Class B Member or the Class D Member.

(d) Authorization and Issuance of Additional Units. Subject to the limitations on issuing additional Units set forth in this Agreement (including Section 7.4), the requirements set forth in the Exchange Agreement and any applicable listing exchange requirements, the Managing Member may issue additional Classes of Units, other Equity Securities in the Company or other Company securities from time to time with such rights, obligations, powers, designations, preferences and other terms, which may be different from, including senior to, any then existing or future Classes of Units, other Equity Securities in the Company or other Company securities,

as the Managing Member shall determine from time to time, in its sole discretion, without the vote or consent of any other Member or any other Person, including (i) the right of such Units, other Equity Securities in the Company or other Company securities to share in Net Income and Net Loss or items thereof, (ii) the right of such Units, other Equity Securities in the Company or other Company securities to share in Company distributions, (iii) the rights of such Units, other Equity Securities or other Company securities upon dissolution and liquidation of the Company, (iv) whether, and the terms and conditions upon which, the Company may or shall be required to redeem such Units, other Equity Securities in the Company or other Company securities (including sinking fund provisions), (v) whether such Units, other Equity Securities in the Company or other Company securities are issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange, (vi) the terms and conditions upon which such Units, other Equity Securities in the Company or other Company securities will be issued, evidenced by certificates or assigned or transferred, (vii) the terms and conditions of the issuance of such Units, other Equity Securities in the Company or other Company securities (including, without limitation, the amount and form of consideration, if any, to be received by the Company in respect thereof, the Managing Member being expressly authorized, in its sole discretion, to cause the Company to issue Units, other Equity Securities in the Company or other Company securities for less than Fair Market Value), and (viii) the right, if any, of the holder of such Units, other Equity Securities in the Company or other Company securities to vote on Company matters, including matters relating to the relative designations, preferences, rights, powers and duties of such Units, other Equity Securities in the Company or other Company securities. The Managing Member, without the vote or consent of any other Member or any other Person but subject to Sections 3.1(d) and 3.1(e) and any applicable listing exchange requirements, is authorized (i) to issue any Units, other Equity Securities in the Company or other Company securities of any such newly established Class, and (ii) to amend this Agreement to reflect the creation of any such new series, the issuance of Units, other Equity Securities in the Company or other Company securities of such series, and the admission of any Person as a Member which has received Units or other Equity Securities of any such Class, in accordance with this Section 3.2, 7.3 and 9.4. Except as expressly provided in this Agreement to the contrary, any reference to “Units” shall include the Class A Units, the Class B Units, the Class C Units, the Class D Units and any other series of Units that may be established in accordance with this Agreement.

Section 3.3. Capital Account.

(a) The Managing Member shall maintain for each Member owning Units a separate Capital Account with respect to such Units in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Company with respect to such Units pursuant to this Agreement and (ii) all items of Company income and gain (including, without limitation, income and gain exempt from tax) computed in accordance with Section 3.3(b) and allocated with respect to such Units pursuant to Section 5.1, and decreased by (x) the amount of cash or Fair Market Value of all actual and deemed distributions of cash or property made with respect to such Units pursuant to this Agreement and (y) all items of Company deduction and loss computed in accordance with Section 3.3(b) and allocated with respect to such Units pursuant to Section 5.1. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the

event the Managing Member shall determine that it is prudent to modify the manner in which the Capital Accounts or any adjustments thereto (including, without limitation, adjustments relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Members) are computed in order to comply with such Treasury Regulations, the Managing Member, without the consent of any other Person, may make such modification, notwithstanding the terms of this Agreement; provided that it is not likely to have a material effect on the amounts distributed or distributable to any Person pursuant to ARTICLE VII hereof upon the dissolution of the Company. The Managing Member, without the consent of any other Person, also shall (i) make any adjustments, notwithstanding the terms of this Agreement, that are necessary or appropriate to maintain equality among the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications, notwithstanding the terms of this Agreement, in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

(b) For purposes of computing the amount of any item of income, gain, loss or deduction, which is to be allocated pursuant to ARTICLE V and is to be reflected in the Members' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes (including, without limitation, any method of depreciation, cost recovery or amortization used for that purpose); provided, that:

(i) Solely for purposes of this Section 3.3, the Company shall be treated as owning directly its proportionate share (as determined by the Managing Member) of all property owned by any partnership, limited liability company, unincorporated business or other entity or arrangement that is classified as a partnership or disregarded entity for federal income tax purposes, of which the Company is, directly or indirectly, a partner (in the case of a partnership) or owner (in the case of a disregarded entity).

(ii) Except as otherwise provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code which may be made by the Company and, as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for federal income tax purposes. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(iii) Any income, gain or loss attributable to the taxable disposition of any Company property shall be determined as if the adjusted basis of such property

as of such date of disposition were equal in amount to the Company's Carrying Value with respect to such property as of such date.

(iv) In accordance with the requirements of Section 704(b) of the Code, any deductions for depreciation, cost recovery or amortization attributable to any Contributed Property shall be determined in the manner described in Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3) as if the adjusted basis of such property on the date it was acquired by the Company were equal to the Agreed Value of such property. Upon an adjustment pursuant to Section 3.3(c) to the Carrying Value of any Adjusted Property that is subject to depreciation, cost recovery or amortization, any further deductions for such depreciation, cost recovery or amortization attributable to such property shall be determined in the manner described in Treasury Regulations Sections 1.704-1(b)(2)(iv)(g)(3) and 1.704-3(a)(6)(i) as if the adjusted basis of such property were equal to the Carrying Value of such property immediately following such adjustment; provided, however, that, if the asset has a zero adjusted basis for federal income tax purposes, depreciation, cost recovery or amortization deductions shall be determined using any method that the Managing Member may adopt.

(c) If a Member transfers an interest in the Company to a new or existing Member, the transferee Member shall succeed to that portion of the transferor's Capital Account that is attributable to the transferred interest. Any reference in this Agreement to a Capital Contribution of, or Distribution to, a Member that has succeeded any other Member shall include any Capital Contributions or Distributions previously made by or to the former Member on account of the interest of such former Member transferred to such successor Member. In addition, the following shall apply:

(i) In accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f), on an issuance of additional Units for cash or Contributed Property, the Capital Account of all Members and the Carrying Value of each Company property immediately prior to such issuance shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Company property, as if such Unrealized Gain or Unrealized Loss had been recognized on an actual sale of each such property immediately prior to such issuance and had been allocated to the Members at such time pursuant to Section 5.1 in the same manner as a corresponding item of gain or loss actually recognized during such period would have been allocated. In determining such Unrealized Gain or Unrealized Loss, the aggregate cash amount and Fair Market Value of all Company assets (including, without limitation, cash or cash equivalents) immediately prior to the issuance of additional Units shall be determined by the Managing Member using such method of valuation as it may adopt; provided, however, that the Managing Member, in arriving at such valuation, must take fully into account the Fair Market Value of the Units of all Members at such time. The Managing Member shall allocate such aggregate value among the assets of the Company (in such manner as it determines) to arrive at a Fair Market Value for individual properties.

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(ii) In accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f), immediately prior to any actual or deemed distribution to a Member of any Company property (other than a distribution of cash that is not in redemption or retirement of a Unit), the Capital Accounts of all Members and the Carrying Value of all Company property shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Company property, as if such Unrealized Gain or Unrealized Loss had been recognized in a sale of such property immediately prior to such distribution for an amount equal to its Fair Market Value, and had been allocated to the Members, at such time, pursuant to Section 5.1 in the same manner as a corresponding item of gain or loss actually recognized during such period would have been allocated. In determining such Unrealized Gain or Unrealized Loss, the aggregate cash amount and Fair Market Value of all Company assets (including, without limitation, cash or cash equivalents) immediately prior to a distribution shall (A) in the case of an actual distribution that is not made pursuant to ARTICLE VII or in the case of a deemed distribution, be determined and allocated in the same manner as that provided in Section 3.3(c) or (B) in the case of a liquidating distribution pursuant to ARTICLE VII, be determined and allocated by the Person winding up the Company pursuant to Section 7.2(c) using such method of valuation as it may adopt.

(iii) The Managing Member may make the adjustments described in this Section 3.4(d) in the manner set forth herein if the Managing Member determines that such adjustments are necessary or useful to effectuate the intended economic arrangement among the Members, including Members who received Units in connection with the performance of services to or for the benefit of the Company.

(d) Notwithstanding anything expressed or implied to the contrary in this Agreement, in the event the Managing Member shall determine, in its sole and absolute discretion, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to effectuate the intended economic sharing arrangement of the Members, the Managing Member may make such modification, notwithstanding any other provision hereof, without the consent of any other Person.

Section 3.4. No Withdrawal. No Person shall be entitled to withdraw any part of such Person's Capital Contributions or Capital Account or to receive any distribution from the Company, except as expressly provided herein.

Section 3.5. Loans From Members. Loans by Members to the Company shall not be considered Capital Contributions. If any Member shall loan funds to the Company, then the making of such loans shall not result in any increase in the Capital Account balance of such Member. The amount of any such loans shall be a debt of the Company to such Member and shall be payable or collectible in accordance with the terms and conditions upon which such loans are made.

Section 3.6. No Right of Partition. To the fullest extent permitted by law, no Member shall have the right to seek or obtain partition by court decree or operation of law of any property of the Company or any of its Subsidiaries or the right to own or use particular or individual assets

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of the Company or any of its Subsidiaries, or, except as expressly contemplated by this Agreement, be entitled to distributions of specific assets of the Company or any of its Subsidiaries.

Section 3.7. Non-Certification of Units; Legend; Units are Securities.

(a) Units shall be issued in non-certificated form; provided that the Managing Member may cause the Company to issue certificates to a Member representing the Units held by such Member.

(b) If the Managing Member determines that the Company shall issue certificates representing Units to any Member, the following provisions of this Section 3.7 shall apply:

(i) The Company shall issue one or more certificates in the name of such Person in such form as it may approve, subject to Section 3.7(b)(ii) (a “Membership Interest Certificate”), which shall evidence the ownership of the Units represented thereby. Each such Membership Interest Certificate shall be denominated in terms of the number of Units evidenced by such Membership Interest Certificate and shall be signed by the Managing Member or an Officer on behalf of the Company.

(ii) Each Membership Interest Certificate shall bear a legend substantially in the following form:

THIS CERTIFICATE EVIDENCES A CLASS UNIT REPRESENTING AN INTEREST IN NRG YIELD LLC AND SHALL CONSTITUTE A “SECURITY” WITHIN THE MEANING OF, AND SHALL BE GOVERNED BY, (I) ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE (INCLUDING SECTION 8-102(A)(15) THEREOF) AS IN EFFECT FROM TIME TO TIME IN THE STATE OF DELAWARE, AND (II) THE CORRESPONDING PROVISIONS OF THE UNIFORM COMMERCIAL CODE OF ANY OTHER APPLICABLE JURISDICTION THAT NOW OR HEREAFTER SUBSTANTIALLY INCLUDES THE 1994 REVISIONS TO ARTICLE 8 THEREOF AS ADOPTED BY THE AMERICAN LAW INSTITUTE AND THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS AND APPROVED BY THE AMERICAN BAR ASSOCIATION ON FEBRUARY 14, 1995.

THE INTERESTS IN NRG YIELD LLC REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN THE FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF NRG YIELD LLC, DATED AS OF AUGUST 31, 2018 BY AND AMONG EACH OF THE MEMBERS FROM TIME TO TIME PARTY THERETO, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

(iii) Each Unit shall constitute a “security” within the meaning of, and shall be governed by, (i) Article 8 of the Uniform Commercial Code (including

Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) the corresponding provisions of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995.

(iv) The Company shall issue a new Membership Interest Certificate in place of any Membership Interest Certificate previously issued if the holder of the Units represented by such Membership Interest Certificate, as reflected on the books and records of the Company:

(A) makes proof by affidavit, in form and substance satisfactory to the Company, that such previously issued Membership Interest Certificate has been lost, stolen or destroyed;

(B) requests the issuance of a new Membership Interest Certificate before the Company has notice that such previously issued Membership Interest Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(C) if requested by the Company, delivers to the Company such security, in form and substance satisfactory to the Company, as the Managing Member may direct, to indemnify the Company against any claim that may be made on account of the alleged loss, destruction or theft of the previously issued Membership Interest Certificate; and

(D) satisfies any other reasonable requirements imposed by the Company.

(v) Upon a Member's Transfer in accordance with the provisions of this Agreement of any or all Units represented by a Membership Interest Certificate, the Transferee of such Units shall deliver such Membership Interest Certificate, duly endorsed for Transfer by the Transferee, to the Company for cancellation, and the Company shall thereupon issue a new Membership Interest Certificate to such Transferee for the number of Units being Transferred and, if applicable, cause to be issued to such Transferring Member a new Membership Interest Certificate for the number of Units that were represented by the canceled Membership Interest Certificate and that are not being Transferred.

Section 3.8. Outside Activities of the Members. Any Member or any of their respective Affiliates shall be entitled to have business interests and engage in business activities in addition to those relating to the Company, including business interests and activities in direct competition with the Company or any of its Subsidiaries or any Person in which the Company or any of its

Subsidiaries has an ownership interest. Neither the Company nor any of the other Members shall have any rights by virtue of this Agreement in any business ventures of any other Member.

ARTICLE IV DISTRIBUTIONS

Section 4.1. Determination of Distributions. Distributions shall be made to the Members pro rata in accordance with their Percentage Interests when and in such amounts as determined by the Managing Member, in accordance with the terms of this Agreement; provided, however that in the event the Company issues Class A Units or securities convertible or exchangeable for Class A Units for less than Fair Market Value, or the Company issues Class C Units or securities convertible or exchangeable for Class C Units for less than Fair Market Value, the amount distributed on account of Class B Units relative to Class A Units, and the amount distributed on account of Class C Units relative to Class D Units shall be equitably adjusted by the Managing Member.

Section 4.2. Successors. For purposes of determining the amount of distributions under Section 4.1, each Member shall be treated as having made the Capital Contributions and as having received the distributions made to or received by its predecessors in respect of any of such Member's Units.

Section 4.3. Withholding. Notwithstanding any other provision of this Agreement, the Managing Member is authorized to take any action that may be required to cause the Company to comply with any withholding requirements established under the Code or any other federal, state or local law including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Company is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to any Member (including by reason of Section 1446 of the Code), the Managing Member may treat the amount withheld as a distribution of cash pursuant to this ARTICLE IV in the amount of such withholding from such Member. Each Member hereby agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Company and the other Members from and against any liability, claim or expense (including, without limitation, any liability for taxes, penalties, additions to tax or interest) with respect to any tax withholdings made or required to be made on behalf of or with respect to such Member. In the event the Company is liquidated and a liability or claim is asserted against, or expense borne by, the Company or any Member for tax withholdings made or required to be made, such person shall have the right to be reimbursed from the Member on whose behalf such tax withholding was made or required to be made.

Section 4.4. Limitation. Notwithstanding any other provision of this Agreement, the Company, and the Managing Member on behalf of the Company, shall not be required to make a

distribution (a) if such distribution to any Member or Assignee would violate the Act or other applicable law, or (b) in any form other than cash.

ARTICLE V ALLOCATIONS

Section 5.1. Allocations for Capital Account Purposes.

(a) Except as otherwise provided in this Agreement, Net Income and Net Losses (and, to the extent necessary, individual items of income, gain or loss or deduction of the Company) shall be allocated in a manner such that the Capital Account of each Member after giving effect to the special allocations set forth in Section 5.1(b) is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made pursuant to Section 7.2 if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Carrying Value, all Company liabilities were satisfied (limited with respect to each non-recourse liability to the Carrying Value of the assets securing such liability) and the net assets of the Company were distributed to the Members pursuant to this Agreement, minus (ii) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

(b) Special Allocations. Notwithstanding any other provision of this Section 5.1, the following special allocations shall be made for such taxable period:

(i) Company Minimum Gain Chargeback. Notwithstanding any other provision of this Section 5.1, if there is a net decrease in Company Minimum Gain during any Company taxable period, each Member shall be allocated items of Company income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts determined according to Treasury Regulations Sections 1.704-2(f) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 5.1(b), each Member's Adjusted Capital Account balance shall be determined, and the allocation of income and gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 5.1(b) with respect to such taxable period (other than an allocation pursuant to Section 5.1(b)(iii) and Section 5.1(b)(vi)). This Section 5.1(b)(i) is intended to comply with the Company Minimum Gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Chargeback of Member Nonrecourse Debt Minimum Gain. Notwithstanding the other provisions of this Section 5.1 (other than Section 5.1(b)(i)), except as provided in Treasury Regulations Section 1.7042(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Company taxable period, any Member with a share of Member Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Company income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts determined according to Treasury Regulations Sections 1.704-2(i)(4), or any successor provisions. For purposes of this Section 5.1(b), each Member's Adjusted Capital Account balance shall be determined, and the

allocation of income and gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 5.1(b), other than Section 5.1(b)(i) and other than an allocation pursuant to Section 5.1(b)(i)(v) and (b)(i)(vi), with respect to such taxable period. This Section 5.1(b)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible, unless such deficit balance is otherwise eliminated pursuant to Section 5.1(b)(i) or (ii). This Section 5.1(b)(iii) is intended to qualify and be construed as a “qualified income offset” within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(iv) Gross Income Allocations. In the event any Member has a deficit balance in its Capital Account at the end of any Company taxable period in excess of the sum of (A) the amount such Member is required to restore pursuant to the provisions of this Agreement and (B) the amount such Member is deemed obligated to restore pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5), such Member shall be specially allocated items of Company gross income and gain in the amount of such excess as quickly as possible; provided, that an allocation pursuant to this Section 5.1(b)(iv) shall be made only if and to the extent that such Member would have a deficit balance in its Capital Account as adjusted after all other allocations provided for in this Section 5.1 have been tentatively made as if this Section 5.1(b)(iv) were not in this Agreement.

(v) Nonrecourse Deductions. Nonrecourse Deductions for any taxable period shall be allocated to the Members in accordance with their respective Percentage Interests. If the Managing Member determines that the Company’s Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the Managing Member is authorized, upon notice to the other Members, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vi) Member Nonrecourse Deductions. Member Nonrecourse Deductions for any taxable period shall be allocated 100% to the Member that bears the “Economic Risk of Loss” (as defined in the Treasury Regulations) with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i). If more than one Member bears the Economic Risk of Loss with respect to a Member

Nonrecourse Debt, such Member Nonrecourse Deductions attributable thereto shall be allocated between or among such Members in accordance with the ratios in which they share such Economic Risk of Loss.

(vii) Nonrecourse Liabilities. Nonrecourse Liabilities of the Company described in Treasury Regulations Section 1.752-3(a)(3) shall be allocated to the Members in accordance with their respective Percentage Interests.

(viii) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(ix) Curative Allocation.

(A) The allocations set forth in Section 5.1(b)(i), (ii), (iii) and (viii) (the "Required Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Required Allocations shall be offset either with other Required Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 5.1(b)(ix)(A). Therefore, notwithstanding any other provision of this ARTICLE V (other than the Required Allocations), the Managing Member shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Required Allocations were not part of this Agreement and all Company items were allocated pursuant to the economic agreement among the Members.

(B) The Managing Member shall, with respect to each taxable period, (1) apply the provisions of Section 5.1(b)(ix)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 5.1(b)(ix)(A) among the Members in a manner that is likely to minimize such economic distortions.

(x) Deficit Capital Accounts. No Member shall be required to pay to the Company, to any other Member or to any third party any deficit balance which may exist from time to time in the Member's Capital Account.

Section 5.2. Allocations for Tax Purposes.

(a) The income, gains, losses and deductions of the Company shall be allocated for federal, state and local income tax purposes among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for purposes of computing their Capital Accounts; except that if any such allocation is not permitted by the Code or other applicable law, then the Company's subsequent income, gains, losses and deductions for tax purposes shall be allocated among the Members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or an Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for federal income tax purposes among the Members as follows:

(i) In the case of a Contributed Property, such items attributable thereto shall be allocated among the Members in the manner provided under Section 704(c) of the Code that takes into account the variation between the Agreed Value of such property and its adjusted basis at the time of contribution.

(ii) In the case of an Adjusted Property, such items shall (A) first, be allocated among the Members in a manner consistent with the principles of Section 704(c) of the Code to take into account the Unrealized Gain or Unrealized Loss attributable to such property and the allocations thereof pursuant to Section 3.3(c)(i) or Section 3.3(c)(ii), and (B) second, in the event such property was originally a Contributed Property, be allocated among the Members in a manner consistent with Section 5.2(b)(i)(A).

(iii) In order to eliminate Book-Tax Disparities, the Managing Member may cause the Company to use any method described in Treasury Regulations Section 1.704-3.

(c) For purposes of determining the items of Company income, gain, loss, deduction, or credit allocable to any Member with respect to any period, such items shall be determined on a daily, monthly, or other basis, as determined by the Managing Member using any permissible method under Code Section 706 and the Treasury Regulations promulgated thereunder.

(d) Tax credits, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as reasonably determined by the Managing Member taking into account the principles of Treasury Regulations Sections 1.704-1(b)(4)(ii) and 1.704-1T(b)(4)(xi).

(e) Allocations pursuant to this Section 5.2 are solely for the purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Income, Loss, distributions or other Company items pursuant to any provision of this Agreement.

(f) For the proper administration of the Company, the Managing Member shall (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations for federal income tax purposes of income (including, without limitation, gross income) or deductions; (iii) without the consent of any other Person being required, amend the provisions of this Agreement as appropriate to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code; and (iv) adopt and employ such methods for (A) the maintenance of capital accounts for book and tax purposes, (B) the determination and allocation of adjustments under Sections 734 and 743 of the Code, (C) the determination and allocation of taxable income, tax loss and items thereof under this Agreement and pursuant to the Code, (D) the determination of the identities and tax classification of Members, (E) the provision of tax information and reports to the Members, (F) the adoption of reasonable conventions and methods for the valuation of assets and the determination of tax basis, (G) the allocation of asset values and tax basis, (H) the adoption and maintenance of accounting methods, (I) the recognition of the transfer of Units and (J) tax compliance and other tax-related requirements, including without limitation, the use of computer software, in each case, as it determines in its sole discretion are necessary and appropriate to execute the provisions of this Agreement and to comply with federal, state and local tax law. The Managing Member may adopt such conventions and make such allocations as provided in this Section 5.2(f) without the consent of a Member only if such conventions or allocations would not have a material adverse effect on such affected Member, and if such allocations are consistent with the principles of Section 704 of the Code.

Section 5.3. Members' Tax Reporting. The Members acknowledge and are aware of the income tax consequences of the allocations made pursuant to this ARTICLE V and, except as may otherwise be required by applicable law or regulatory requirements, hereby agree to be bound by the provisions of this ARTICLE V in reporting their shares of Company income, gain, loss, deduction and credit for federal, state and local income tax purposes.

Section 5.4. Certain Costs and Expenses. The Company shall (i) pay, or cause to be paid, all costs, fees, operating expenses and other expenses of the Company (including the costs, fees and expenses of attorneys, accountants or other professionals and the compensation of all personnel providing services to the Company) incurred in pursuing and conducting, or otherwise related to, the activities of the Company, and (ii) reimburse the Managing Member for any costs, fees or expenses incurred by it in connection with serving as the Managing Member. To the extent that the Managing Member determines in its sole discretion that such expenses are related to the business and affairs of the Managing Member that are conducted through the Company and/or its subsidiaries (including expenses that relate to the business and affairs of the Company and/or its subsidiaries and that also relate to other activities of the Managing Member), the Managing Member may cause the Company to pay or bear all expenses of the Managing Member, including, without suggesting any limitation of any kind, costs of securities offerings not borne directly by Members, board of directors compensation and meeting costs, cost of periodic reports to its stockholders, litigation costs and damages arising from litigation, accounting and legal costs and

franchise taxes, provided that the Company shall not pay or bear any income tax obligations of the Managing Member.

ARTICLE VI MANAGEMENT

Section 6.1. Managing Member; Delegation of Authority and Duties.

(a) Authority of Managing Member. The business, property and affairs of the Company shall be managed under the sole, absolute and exclusive direction of the Managing Member, which may from time to time delegate authority to Officers or to others to act on behalf of the Company. Without limiting the foregoing provisions of this Section 6.1(a), the Managing Member shall have the sole power to manage or cause the management of the Company, including the power and authority to effectuate the sale, lease, transfer, exchange or other disposition of any, all or substantially all of the assets of the Company (including, but not limited to, the exercise or grant of any conversion, option, privilege or subscription right or any other right available in connection with any assets at any time held by the Company) or the merger, consolidation, reorganization or other combination of the Company with or into another entity. Yield is the initial Managing Member of the Company.

(b) Other Members. No Member who is not also a Managing Member, in his or her or its capacity as such, shall participate in or have any control over the business of the Company. Except as expressly provided herein, the Units, other Equity Securities in the Company, or the fact of a Member's admission as a member of the Company do not confer any rights upon the Members to participate in the management of the affairs of the Company. Except as expressly provided herein, no Member who is not also a Managing Member shall have any right to vote on any matter involving the Company, including with respect to any merger, consolidation, combination or conversion of the Company, or any other matter that a Member might otherwise have the ability to vote or consent with respect to under the Act, at law, in equity or otherwise. The conduct, control and management of the Company shall be vested exclusively in the Managing Member. In all matters relating to or arising out of the conduct of the operation of the Company, the decision of the Managing Member shall be the decision of the Company. Except as required by law or expressly provided in Section 6.1(c) or by separate agreement with the Company, no Member who is not also a Managing Member (and acting in such capacity) shall take any part in the management or control of the operation or business of the Company in its capacity as a Member, nor shall any Member who is not also a Managing Member (and acting in such capacity) have any right, authority or power to act for or on behalf of or bind the Company in his or her or its capacity as a Member in any respect or assume any obligation or responsibility of the Company or of any other Member.

(c) Delegation by Managing Member. The Company may employ one or more Members from time to time, and such Members, in their capacity as employees or agents of the Company (and not, for clarity, in their capacity as Members of the Company), may take part in the control and management of the business of the Company to the extent such authority and power to act for or on behalf of the Company has been delegated to them by the Managing Member. To the fullest extent permitted by law, the Managing Member shall have the power and authority to delegate to one or more other Persons the Managing Member's rights and powers to manage and

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control the business and affairs of the Company, including to delegate to agents and employees of a Member or the Company (including Officers), and to delegate by a management agreement or another agreement with, or otherwise to, other Persons. The Managing Member may authorize any Person (including any Member or Officer) to enter into and perform any document on behalf of the Company.

Section 6.2. Officers.

(a) Designation and Appointment. The Managing Member may, from time to time, employ and retain Persons as may be necessary or appropriate for the conduct of the Company's business, including employees, agents and other Persons (any of whom may be a Member) who may be designated as Officers of the Company, with such titles as and to the extent authorized by the Managing Member. Any number of offices may be held by the same Person. In its discretion, the Managing Member may choose not to fill any office for any period as it may deem advisable. Officers need not be residents of the State of Delaware or Members. Any Officers so designated shall have such authority and perform such duties as the Managing Member may from time to time delegate to them. The Managing Member may assign titles to particular Officers. Each Officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. The salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Managing Member. Designation of an Officer shall not of itself create any employment or, except as provided in Section 6.4, contractual rights.

(b) Resignation and Removal. Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Managing Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. All employees, agents and Officers shall be subject to the supervision and direction of the Managing Member and may be removed, with or without cause, from such office by the Managing Member and the authority, duties or responsibilities of any employee, agent or Officer of the Company may be suspended by or altered the Managing Member from time to time, in each case in the sole discretion of the Managing Member.

(c) Officers as Agents. The Officers, to the extent of their powers, authority and duties set forth in this Agreement or an employment agreement or otherwise vested in them by the Managing Member, are agents of the Company for the purposes of the Company's business and the actions of the Officers taken in accordance with such powers shall bind the Company.

Section 6.3. Liability of Members.

(a) No Personal Liability. Except as otherwise required by applicable law and as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Person's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Except as otherwise required by the Act, each Member shall be liable only to make such Member's Capital Contribution to the Company, if applicable, and the other payments provided for expressly herein.

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(b) Return of Distributions. In accordance with the Act and the laws of the State of Delaware, a Member may, under certain circumstances, be required to return amounts previously distributed to such Member. It is the intent of the Members that no distribution to any Member pursuant to ARTICLE IV shall be deemed a return of money or other property paid or distributed in violation of the Act. The payment of any such money or distribution of any such property to a Member shall be deemed to be a compromise within the meaning of Section 18502(b) of the Act, and, to the fullest extent permitted by law, any Member receiving any such money or property shall not be required to return any such money or property to the Company or any other Person. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of any other Member.

(c) No Duties. Notwithstanding any other provision of this Agreement or any duty otherwise existing at law, in equity or otherwise, the parties hereby agree that the Members (including without limitation, the Managing Member), shall, to the maximum extent permitted by law, including Section 18-1101(c) of the Act, owe no duties (including fiduciary duties) to the Company, the other Members or any other Person who is a party to or otherwise bound by this Agreement; provided, however, that nothing contained in this Section 6.3(c) shall eliminate the implied contractual covenant of good faith and fair dealing. To the extent that, at law or in equity, any Member (including without limitation, the Managing Member) has duties (including fiduciary duties) and liabilities relating thereto to the Company, to another Member or to another Person who is a party to or otherwise bound by this Agreement, the Members (including without limitation, the Managing Member) acting under this Agreement will not be liable to the Company, to any such other Member or to any such other Person who is a party to or otherwise bound by this Agreement, for their good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities relating thereto of any Member (including without limitation, the Managing Member) otherwise existing at law, in equity or otherwise, are agreed by the parties hereto to replace to that extent such other duties and liabilities of the Members (including without limitation, the Managing Member) relating thereto. The Managing Member may consult with legal counsel, accountants and financial or other advisors and any act or omission suffered or taken by the Managing Member on behalf of the Company or in furtherance of the interests of the Company in good faith in reliance upon and in accordance with the advice of such counsel, accountants or financial or other advisors will be full justification for any such act or omission, and the Managing Member will be fully protected in so acting or omitting to act so long as such counsel or accountants or financial or other advisors were selected with reasonable care. Notwithstanding any other provision of this Agreement or otherwise applicable provision of law or equity, whenever in this Agreement the Managing Member is permitted or required to make a decision (i) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, the Managing Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall, to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or the other Members, or (ii) in its “good faith” or under another expressed standard, the Managing Member shall act under such express standard and shall not be subject to any other or different standards.

Section 6.4. Indemnification by the Company.

(a) To the fullest extent permitted by applicable law (as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment)) but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties (including excise and similar taxes and punitive damages), interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its acting in the capacity that gave rise to its status as an Indemnitee (a “Proceeding”); provided, that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 6.4, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee’s conduct was unlawful. Any indemnification pursuant to this Section 6.4 shall be made only out of the assets of the Company, it being agreed that the Managing Member shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Company to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 6.4(a) in defending any Proceeding shall, from time to time, be advanced by the Company prior to a determination that the Indemnitee is not entitled to be indemnified upon receipt by the Company of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 6.4.

(c) The rights provided by this Section 6.4 shall be deemed contract rights and shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, pursuant to any vote of the holders of the Membership Interests, as a matter of law or otherwise, both as to actions in the Indemnitee’s capacity as an Indemnitee and as to actions in any other capacity and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Company may purchase and maintain insurance on behalf of the Company and its Subsidiaries and such other Persons as the Managing Member shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Company’s activities or such Person’s activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 6.4, the Company shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Company also imposes duties on, or otherwise involves

services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute “fines” within the meaning of Section 6.4(a); and action taken or omitted by it with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Company.

(f) In no event may an Indemnitee subject the Members to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 6.4 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 6.4 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 6.4 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Company, nor the obligations of the Company to indemnify any such Indemnitee under and in accordance with the provisions of this Section 6.4 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted. It is expressly acknowledged that the indemnification provided in this Section 6.4 could involve indemnification for negligence or under theories of strict liability. Notwithstanding the foregoing, no Indemnitee shall be entitled to any indemnity or advancement of expenses in connection with any Proceeding brought (i) by such Indemnified Person against the Company (other than to enforce the rights of such Indemnitee pursuant to this Section 6.4), any Member or any Officer, or (ii) by or in the right of the Company, without the prior written consent of the Managing Member.

Section 6.5. Liability of Indemnitees.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Company, the Members or any other Persons who have acquired interests in the Company, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and nonappealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee’s conduct was criminal.

(b) The Managing Member may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the Managing Member shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the Managing Member in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Company or to the Members, the Managing Member and any other Indemnitee acting in connection with the Company's business or affairs shall not be liable to the Company or to any Member for its good faith reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 6.5 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 6.5 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 6.6. Investment Representations of Members. Each Member hereby represents, warrants and acknowledges to the Company that: (a) such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and is making an informed investment decision with respect thereto; (b) such Member is acquiring interests in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof; and (c) the execution, delivery and performance of this Agreement have been duly authorized by such Member.

ARTICLE VII WITHDRAWAL; DISSOLUTION; TRANSFER OF MEMBERSHIP INTERESTS; ADMISSION OF NEW MEMBERS

Section 7.1. Member Withdrawal. No Member shall have the power or right to withdraw or otherwise resign or be expelled from the Company prior to the dissolution and winding up of the Company except pursuant to a Transfer permitted under this Agreement.

Section 7.2. Dissolution.

(a) Events. The Company shall be dissolved and its affairs shall be wound up on the first to occur of (i) the determination of the Managing Member, (ii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act or (iii) the termination of the legal existence of the last remaining Member or the occurrence of any other event which terminates the continued membership of the last remaining Member in the Company unless the Company is continued without dissolution in a manner permitted by the Act. In the event of a dissolution pursuant to clause (i) of the immediately preceding sentence, the relative economic rights of each Class of Units immediately prior to such dissolution shall be preserved to the greatest extent practicable with respect to distributions made to Members pursuant to Section 7.2(c) below in connection with the winding up of the Company, taking into consideration tax and other legal constraints that may adversely affect one or more parties hereto and subject to compliance with applicable laws and regulations, unless, with respect to any Class of Units, holders of not less than 90% of the Units of such Class consent in writing to a treatment other than as described above.

(b) Actions Upon Dissolution. When the Company is dissolved, the business and property of the Company shall be wound up and liquidated by the Managing Member or, in the event of the unavailability of the Managing Member or if the Managing Member shall so determine, such Member or other liquidating trustee as shall be named by the Managing Member.

(c) Priority. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 7.2 to minimize any losses otherwise attendant upon such winding up. Upon dissolution of the Company, the assets of the Company shall be applied in the following manner and order of priority: (i) to creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (including all contingent, conditional or unmatured claims), whether by payment or the making of reasonable provision for payment thereof; and (ii) the balance shall be distributed to the Members in accordance with ARTICLE IV.

(d) Cancellation of Certificate. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Agreement and (ii) the Certificate shall have been canceled in the manner required by the Act.

(e) Return of Capital. The liquidators of the Company shall not be personally liable for the return of Capital Contributions or any portion thereof to the Members (it being understood that any such return shall be made solely from Company assets).

(f) Hart Scott Rodino. Notwithstanding any other provision in this Agreement, in the event the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), is applicable to any Member by reason of the fact that any assets of the Company will be distributed to such Member in connection with the dissolution of the Company, the distribution of any assets of the Company shall not be consummated until such time as the applicable waiting periods (and extensions thereof) under the HSR Act have expired or otherwise been terminated with respect to each such Member.

Section 7.3. Transfer by Members. No Member may Transfer all or any portion of its Units or other interests or rights in the Company except as provided in Section 3.2 or otherwise with the written consent of the Managing Member (not to be unreasonably withheld, conditioned or delayed); provided, however, that, subject to the provisions of Section 7.4(c) (other than the provisions of Section 7.4(c)(v)) to the extent that such provisions relate to the delivery of legal and/or tax opinions), without the consent of the Managing Member, a Member may, at any time, Transfer any of such Member's Units pursuant to the Exchange Agreement. In addition, unless the Managing Member determines in good faith that a proposed Transfer would violate Section 7.4(c) below, the Managing Member shall be deemed to have consented to a Transfer (i) by a Class B Member of Class B Units then held by such Member to a Permitted Transferee, (ii) by a Class D Member of Class D Units then held by such Member to a Permitted Transferee or (iii) to a Successor in Interest; provided, that in connection with any such Transfer, the transferor shall transfer an equivalent number of shares of Class B Common Stock or Class D Common Stock (as applicable) to the transferee, in accordance with the terms of the Yield Charter. Any purported Transfer of all or a portion of a Member's Units or other interests in the Company not complying with this Section 7.3 shall be void and shall not create any obligation on the part of the Company

or the other Members to recognize that Transfer or to deal with the Person to which the Transfer purportedly was made. Notwithstanding anything to the contrary herein, the Class A Units and the Class C Units shall not be Transferable, except to a transferring Class A Member's or Class C Member's Successor in Interest (as applicable) or pursuant to the Exchange Agreement.

Section 7.4. Admission or Substitution of New Members.

(a) Admission. Without the consent of any other Person, the Managing Member shall have the right to admit as a Substituted Member or an Additional Member, any Person who acquires an interest in the Company, or any part thereof, from a Member or from the Company. Concurrently with the admission of a Substituted Member or an Additional Member, the Managing Member shall forthwith (i) amend the Schedule of Members to reflect the name and address of such Substituted Member or Additional Member and to eliminate or modify, as applicable, the name and address of the Transferring Member with regard to the Transferred Units and (ii) cause any necessary papers to be filed and recorded and notice to be given wherever and to the extent required showing the substitution of a Transferee as a Substituted Member in place of the Transferring Member, or the admission of an Additional Member, in each case, at the expense, including payment of any professional and filing fees incurred, of such Substituted Member or Additional Member.

(b) Conditions and Limitations. The admission of any Person as a Substituted Member or an Additional Member shall be conditioned upon such Person's written acceptance and adoption of all the terms and provisions of this Agreement by execution and delivery of the Adoption Agreement in the form attached hereto as Exhibit A or such other written instrument(s) in form and substance satisfactory to the Managing Member on behalf of the Company.

(c) Prohibited Transfers. Notwithstanding any contrary provision in this Agreement, unless each of the Members agrees otherwise in writing, in no event may any Transfer of a Unit or other interest in the Company be made by any Member or Assignee if:

(i) such Transfer is made to any Person who lacks the legal right, power or capacity to own such Unit or other interest in the Company;

(ii) except as otherwise provided pursuant to the Exchange Agreement, such Transfer (which solely for purposes of this Section 7.4(c) shall include the issuance of Units upon the exercise of an option or warrant to acquire such Unit) would not be within (or would cause the Company to fail to qualify for) one or more of the safe harbors described in paragraphs (e), (f), (g), (h) or (j) of Treasury Regulations Section 1.7704-1 or otherwise would pose a material risk that the Company could be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code and the regulations promulgated thereunder;

(iii) such Transfer would require the registration of such transferred Unit or other interest in the Company or of any Class of Unit or other interest in the Company pursuant to any applicable United States federal or state securities laws (including, without limitation, the Securities Act or the Exchange Act) or other non-U.S. securities laws (including Canadian provincial or territorial securities laws) or

would constitute a non-exempt distribution pursuant to applicable provincial or state securities laws;

(iv) such Transfer would cause any portion of the assets of the Company to become “plan assets” of any “benefit plan investor” within the meaning of regulations issued by the U.S. Department of Labor at Section 2510.3101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations as modified by Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended from time to time; or

(v) to the extent requested by the Managing Member, the Company does not receive such legal and/or tax opinions and written instruments (including, without limitation, copies of any instruments of Transfer and such Assignee’s consent to be bound by this Agreement as an Assignee) that are in a form satisfactory to the Managing Member, as determined in the Managing Member’s sole discretion.

In addition, notwithstanding any contrary provision in this Agreement, to the extent the Managing Member shall determine that interests in the Company do not meet or will not meet the requirements of Treasury Regulation Section 1.7704-1(h) or could cause the Company to be treated as a publicly traded partnership within the meaning of Section 7704 of the Code, the Managing Member may impose such restrictions on the Transfer of Units or other interests in the Company as the Managing Member may determine to be necessary or advisable so that the Company is not treated as a publicly traded partnership taxable as a corporation under Section 7704 of the Code.

Any Transfer in violation of Section 7.3 or this Section 7.4(c) shall be null and void ab initio and of no effect.

(d) Effect of Transfer to Substituted Member. Following the Transfer of any Unit or other interest in the Company that is permitted under Sections 7.3 and 7.4, the Transferee of such Unit or other interest in the Company shall be treated as having made all of the Capital Contributions in respect of, and received all of the distributions received in respect of, such Unit or other interest in the Company, shall succeed to the Capital Account balance associated with such Unit or other interest in the Company, shall receive allocations and distributions under ARTICLE IV and ARTICLE V in respect of such Unit or other interest in the Company and otherwise shall become a Substituted Member entitled to all the rights of a Member with respect to such Unit or other interest in the Company.

Section 7.5. Additional Requirements. Notwithstanding any contrary provision in this Agreement, for the avoidance of doubt, the Managing Member may impose such vesting requirements, forfeiture provisions, Transfer restrictions, minimum retained ownership requirements or other similar provisions with respect to any interests in the Company that are outstanding as of the date of this Agreement or are created hereafter, with the written consent of the holder of such interests in the Company. Such requirements, provisions and restrictions need not be uniform among holders of interests in the Company and may be waived or released by the Managing Member in its sole discretion with respect to all or a portion of the interests in the

Company owned by any one or more Members or Assignees at any time and from time to time, and such actions or omissions by the Managing Member shall not constitute the breach of this Agreement or of any duty hereunder or otherwise existing at law, in equity or otherwise.

Section 7.6. Bankruptcy. Notwithstanding any other provision of this Agreement, the Bankruptcy of a Member shall not cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

Section 7.7. Mandatory Exchange. The Managing Member may, with the consent of each of the Class B Members and Class D Members who, together with its Affiliates and Permitted Transferees, beneficially own at least 75% of the Class B Units and Class D Units in the aggregate, require all Members holding Class B Units or Class D Units to exchange all such Units held by them pursuant to the Exchange Agreement. Any exchange of Class B Units and Class D Units pursuant to this Section 7.8 shall be treated as a transfer of Units governed by Section 3.2(c).

ARTICLE VIII
BOOKS AND RECORDS; FINANCIAL STATEMENTS AND OTHER INFORMATION;
TAX MATTERS

Section 8.1. Books and Records. The Company shall keep at its principal executive office (i) correct and complete books and records of account (which, in the case of financial records, shall be kept in accordance with GAAP), (ii) minutes of the proceedings of meetings of the Members, (iii) a current list of the directors and officers of the Company and its Subsidiaries and their respective residence addresses, and (iv) a record containing the names and addresses of all Members, the total number of Units held by each Member, and the dates when they respectively became the owners of record thereof. Any of the foregoing books, minutes or records may be in written form or in any other form capable of being converted into written form within a reasonable time. Except as expressly set forth in this Agreement, notwithstanding the rights set forth in Section 18-305 of the Act, no Member shall have the right to obtain information from the Company.

Section 8.2. Information.

(a) The Members shall be supplied at the Company's expense with all other Company information reasonably necessary to enable each Member to prepare its federal, state, and local income tax returns on a timely basis.

(b) All determinations, valuations and other matters of judgment required to be made for ordinary course accounting purposes under this Agreement shall be made by the Managing Member and shall be conclusive and binding on all Members, their Successors in Interest and any other Person who is a party to or otherwise bound by this Agreement, and to the fullest extent permitted by law or as otherwise provided in this Agreement, no such Person shall have the right to an accounting or an appraisal of the assets of the Company or any successor thereto.

Section 8.3. Fiscal Year. The Fiscal Year of the Company shall end on December 31st unless otherwise determined by the Managing Member in its sole discretion in accordance with Section 706 of the Code.

Section 8.4. Certain Tax Matters.

(a) Preparation of Returns. The Managing Member shall cause to be prepared all federal, state and local tax returns of the Company for each year for which such returns are required to be filed and shall cause such returns to be timely filed. The Managing Member shall determine the appropriate treatment of each item of income, gain, loss, deduction and credit of the Company and the accounting methods and conventions under the tax laws of the United States of America, the several states and other relevant jurisdictions as to the treatment of any such item or any other method or procedure related to the preparation of such tax returns. Except as specifically provided otherwise in this Agreement, the Managing Member may cause the Company to make or refrain from making any and all elections permitted by such tax laws. As promptly as practicable after the end of each Fiscal Year, the Managing Member shall cause the Company to provide to each Member a Schedule K-1 for such Fiscal Year. Additionally, the Managing Member shall cause the Company to provide on a timely basis to each Member, to the extent commercially reasonable and available to the Company without undue cost, any information reasonably required by the Member to prepare, or in connection with an audit of, such Member's income tax returns.

(b) Consistent Treatment. Each Member agrees that it shall not, except as otherwise required by applicable law or regulatory requirements, (i) treat, on its individual income tax returns, any item of income, gain, loss, deduction or credit relating to its interest in the Company in a manner inconsistent with the treatment of such item by the Company as reflected on the Form K-1 or other information statement furnished by the Company to such Member for use in preparing its income tax returns or (ii) file any claim for refund relating to any such item based on, or which would result in, such inconsistent treatment.

(c) Duties of the Tax Matters Member and Partnership Representative. In respect of an income tax audit of any tax return of the Company, the filing of any amended return or claim for refund in connection with any item of income, gain, loss, deduction or credit reflected on any tax return of the Company, or any administrative or judicial proceedings arising out of or in connection with any such audit, amended return, claim for refund or denial of such claim, (i) the Managing Member shall direct the Tax Matters Member or Partnership Representative, as applicable, to act for, and such action shall be final and binding upon, the Company and all Members except to the extent a Member shall properly elect to be excluded from such proceeding pursuant to the Code, (ii) all expenses incurred by the Tax Matters Member or Partnership Representative, as applicable, in connection therewith (including attorneys', accountants' and other experts' fees and disbursements) shall be expenses of, and payable by, the Company, (iii) no Member shall have the right to (A) participate in the audit of any Company tax return, (B) file any amended return or claim for refund in connection with any item of income, gain, loss, deduction or credit (other than items which are not partnership items within the meaning of Code Section 6231(a) (4) or which cease to be partnership items under Code Section 6231(b)) reflected on any tax return of the Company, (C) participate in any administrative or judicial proceedings conducted by the Company, the Tax Matters Member or Partnership Representative, as applicable, arising out of or in connection with any such audit, amended return, claim for refund or denial of such

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claim, or (D) appeal, challenge or otherwise protest any adverse findings in any such audit conducted by the Company, the Tax Matters Member or Partnership Representative, as applicable, or with respect to any such amended return or claim for refund filed by the Company, the Tax Matters Member or Partnership Representative, as applicable, or in any such administrative or judicial proceedings conducted by the Company, the Tax Matters Member or Partnership Representative, as applicable, and (iv) the Tax Matters Member or Partnership Representative, as applicable, shall keep the Members reasonably apprised of the status of any such proceeding. Notwithstanding the previous sentence, if a petition for a readjustment to any partnership item included in a final partnership administrative adjustment is filed with a District Court or the Court of Claims and the IRS has elected to assess income tax against a Member with respect to that final partnership administrative adjustment (rather than suspending assessments until the District Court or Court of Claims proceedings become final), such Member shall be permitted to file a claim for refund within such period of time as to avoid application of any statute of limitations which would otherwise prevent the Member from having any claim based on the final outcome of that review.

(d) Tax Matters Member and Partnership Representative. The Company and each Member hereby designate the Managing Member as (i) the "tax matters partner" for purposes of Code Section 6231(a)(7) (the "Tax Matters Member") and (ii) the "partnership representative" for purposes of Code Section 6223 (the "Partnership Representative").

(e) Certain Filings. Upon the Transfer of an interest in the Company (within the meaning of the Code), a sale of Company assets or a liquidation of the Company, the Members shall provide the Managing Member with information and shall make tax filings as reasonably requested by the Managing Member and required under applicable law.

(f) Section 754 Election. The Managing Member shall cause the Company to make and to maintain and keep in effect at all times, in accordance with Sections 734, 743 and 754 of the Code and applicable Treasury Regulations and comparable state law provisions, an election to adjust basis in the event (i) any Class B Unit is Transferred in accordance with this Agreement or the Exchange Agreement or (ii) any Company property is distributed to any Member.

(g) Imputed Underpayment. If the Company pays an imputed underpayment pursuant to Section 6225 of the Code, to the extent possible, the portion thereof attributable to a Member shall be treated as a withholding tax with respect to such Member under Section 4.6. To the extent that such portion of an imputed underpayment cannot be withheld from a current distribution, the Member (or former Member) shall be liable to the Company for the amount that cannot be so offset (including any liability for Taxes, penalties, additions to Tax or interest). The Company may elect the alternative set forth in Section 6226 of the Code instead of paying the imputed underpayment.

ARTICLE IX MISCELLANEOUS

Section 9.1. Separate Agreements; Schedules. Notwithstanding any other provision of this Agreement, including Section 9.4, or of any other binding agreement between the Company and any Member, the Managing Member may, or may cause the Company to, without the approval of any other Member or other Person, enter into separate agreements with individual Members

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with respect to any matter, which have the effect of establishing rights under, or altering, supplementing or amending the terms of, this Agreement or any such separate agreement. The parties hereto agree that any terms contained in any such separate agreement shall govern with respect to such Member(s) party thereto notwithstanding the provisions of this Agreement. The Managing Member may from time to time execute and deliver to the Members schedules which set forth information contained in the books and records of the Company and any other matters deemed appropriate by the Managing Member. Such schedules shall be for information purposes only and shall not be deemed to be part of this Agreement for any purpose whatsoever.

Section 9.2. Governing Law; Disputes.

(a) THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

(b) Any dispute, controversy or claim solely arising out of, relating to or in connection with rights or obligations of any Member holding Units of a Class vis-à-vis a Member holding Units of another Class shall be finally settled by arbitration. The arbitration shall take place in Wilmington, Delaware and be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”) then in effect (except as they may be modified by mutual agreement of the Member holding Units of a Class and the affected Member holding Units of another Class.). The arbitration shall be conducted by three neutral, impartial and independent arbitrators, who shall be appointed by the AAA, at least one of whom shall be a retired judge or a senior partner at one of the nationally recognized Delaware-based law firms. The arbitration award shall be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The costs of the arbitration shall be borne by the Company. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings. Notwithstanding the foregoing, the parties hereto may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate and/or seeking temporary or preliminary relief in aid of an arbitration hereunder.

(c) Each party agrees that it shall bring any action, suit, demand or proceeding (including counterclaims) in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby, exclusively in the United States District Court for the District of Delaware or any Delaware State court, in each case, sitting in the City of Wilmington, Delaware (the “Chosen Courts”), and solely in connection with claims arising under this Agreement or the transactions contemplated hereby (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action, suit, demand or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party and (iv) agrees that service of process upon such party in any such action, suit, demand or proceeding shall be effective if notice is given in accordance with Section 9.5.

(d) EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, DEMAND OR PROCEEDING (INCLUDING COUNTERCLAIMS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.3. Parties in Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective Successors in Interest; provided that no Person claiming by, through or under a Member (whether as such Member's Successor in Interest or otherwise), as distinct from such Member itself, shall have any rights as, or in respect to, a Member (including the right to approve or vote on any matter or to notice thereof), and nothing in this Agreement (express or implied) is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.4. Amendments and Waivers. This Agreement may be amended, supplemented, waived or modified with the written consent of the Managing Member and the Members holding a majority of each class of outstanding Units; provided, that so long as the Managing Member is Yield, any such amendment, supplement or waiver must be approved by a majority of Yield's independent directors (as determined in accordance with the applicable listing rules of the exchange on which Yield's common stock is listed as of the time of such amendment, supplement or waiver); provided, further, that the books and records of the Company (including the Schedule of Members) shall be deemed amended from time to time to reflect the admission of a new Member, the withdrawal or resignation of a Member, the adjustment of the Units or other interests in the Company resulting from any issuance, Transfer or other disposition of Units or other interests in the Company, in each case that is made in accordance with the provisions hereof. If an amendment has been approved in accordance with this Agreement, such amendment shall be adopted and effective with respect to all Members. Upon obtaining such approvals as may be required by this Agreement, and without further action or execution on the part of any other Member or other Person, any amendment to this Agreement may be implemented and reflected in a writing executed solely by the Managing Member and the other Members shall be deemed a party to and bound by such amendment.

No failure or delay by any party in exercising any right, power or privilege hereunder (other than a failure or delay beyond a period of time specified herein) shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 9.5. Notices. Whenever notice is required or permitted by this Agreement to be given, such notice shall be in writing and shall be given to any Member at such Member's address, facsimile number or email address shown in the Company's books and records, or, if given to the Company, at the following address:

NRG Yield LLC
804 Carnegie Center Drive
Princeton, New Jersey 08540

Each proper notice shall be effective upon any of the following: (a) personal delivery to the recipient, (b) when sent by facsimile or email to the recipient (with confirmation of receipt), (c) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid) or (d) three Business Days after being deposited in the mails (first class or airmail postage prepaid).

Section 9.6. Counterparts. This Agreement may be executed simultaneously in two or more separate counterparts, any one of which need not contain the signatures of more than one party, but each of which shall be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

Section 9.7. Power of Attorney. Each Member hereby irrevocably appoints the Managing Member as such Member's true and lawful representative and attorney in fact, each acting alone, in such Member's name, place and stead, (a) to make, execute, sign and file all instruments, documents and certificates which, from time to time, may be required to set forth any amendment to this Agreement or which may be required by this Agreement or by the laws of the United States of America, the State of Delaware or any other state in which the Company shall determine to do business, or any political subdivision or agency thereof and (b) to execute, implement and continue the valid and subsisting existence of the Company or to qualify and continue the Company as a foreign limited liability company in all jurisdictions in which the Company may conduct business. Such power of attorney is coupled with an interest and shall survive and continue in full force and effect notwithstanding the subsequent withdrawal from the Company of any Member for any reason and shall survive and shall not be affected by the disability, incapacity, bankruptcy or dissolution of such Member. No power of attorney granted in this Agreement shall revoke any previously granted power of attorney.

Section 9.8. Entire Agreement. This Agreement, the Exchange Agreement and the other documents and agreements referred to herein or entered into concurrently herewith embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein; provided that such other agreements and documents shall not be deemed to be a part of, a modification of or an amendment to this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter, including the Original LLC Agreement.

Section 9.9. Remedies. Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies that such Person has been granted at any time under any other agreement or contract and all of the rights that such Person has under any applicable law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond

or other security) to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by applicable law.

Section 9.10. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 9.11. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in Company profits, losses, distributions, capital or property other than as a secured creditor.

Section 9.12. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 9.13. Further Action. The parties agree to execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 9.14. Delivery by Facsimile or Email. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or email with scan or facsimile attachment, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or email as a defense to the formation or enforceability of a contract, and each such party forever waives any such defense.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amended and Restated Limited Liability Company Agreement as of the date first above written.

MANAGING MEMBER

NRG YIELD, INC.

By: /s/ Chad Plotkin

Name: Chad Plotkin

Title: Senior Vice President & CFO

OTHER MEMBERS

ZEPHYR RENEWABLES LLC

By: /s/ Craig Cornelius

Name: Craig Cornelius

Title: President

[Signature Page to Fourth Amended and Restated LLC Agreement of NRG Yield LLC]

EXHIBIT A

Adoption Agreement

This Adoption Agreement is executed by the undersigned pursuant to the Fourth Amended and Restated Limited Liability Company Agreement of NRG Yield LLC (the "Company"), dated as of August 31, 2018, as amended, restated or supplemented from time to time, a copy of which is attached hereto and is incorporated herein by reference (the "Agreement"). By the execution of this Adoption Agreement, the undersigned agrees as follows:

1. Acknowledgment. The undersigned acknowledges that he/she is acquiring [Class [·] Units] of the Company as a Member, subject to the terms and conditions of the Agreement (including the Exhibits thereto), as amended from time to time. Capitalized terms used herein without definition are defined in the Agreement and are used herein with the same meanings set forth therein.
2. Agreement. The undersigned hereby joins in, and agrees to be bound by, subject to, and enjoy the benefit of the applicable rights set forth in, the Agreement (including the Exhibits thereto), as amended from time to time, with the same force and effect as if he/she were originally a party thereto.
3. Notice. Any notice required or permitted by the Agreement shall be given to the undersigned at the address listed below.

EXECUTED AND DATED on this day of , 20 .

[Name]

Notice Address:

Facsimile:

Email:

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ALTA WIND 1-5 HOLDING COMPANY, LLC
a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Alta Wind 1-5 Holding Company, LLC (the “**Company**”), dated as of August 12, 2014 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, Alta Wind Company, LLC, a Delaware limited liability company.

WHEREAS, pursuant to the **PURCHASE AND SALE AGREEMENT** among TERRA-GEN FINANCE COMPANY, LLC AND NTD AWAM HOLDINGS, LLC, CHIPS ALTA WIND X HOLDING COMPANY, LLC AND CHIPS ALTA WIND XI HOLDING COMPANY, LLC as Sellers, NRG YIELD, INC., and NRG YIELD OPERATING LLC, as Buyers Dated as of June 3, 2014; and

WHEREAS, the Member desires to enter into this Agreement to amend and restate the terms and conditions of the governance and operation of the Company as set forth in the Original LLC Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement the Member does hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means Alta Wind 1-5 Holding Company, LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “Alta Wind 1-5 Holding Company, LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the

Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and collectively, the “Covered Persons”) shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

investigative (“Claims”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in

default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

ALTA WIND COMPANY, LLC

Its: Sole Member

By: /s/ Lynne P. Wittkamp

Name: Lynne P. Wittkamp

Title: Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
ALTA WIND COMPANY, LLC	1,000
TOTAL	1,000

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ALTA WIND COMPANY, LLC
a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Alta Wind Company, LLC (the “**Company**”), dated as of August 12, 2014 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Yield Operating LLC, a Delaware limited liability company.

WHEREAS, pursuant to the **PURCHASE AND SALE AGREEMENT** among TERRA-GEN FINANCE COMPANY, LLC AND NTD AWAM HOLDINGS, LLC, CHIPS ALTA WIND X HOLDING COMPANY, LLC AND CHIPS ALTA WIND XI HOLDING COMPANY, LLC as Sellers, NRG YIELD, INC., and NRG YIELD OPERATING LLC, as Buyers Dated as of June 3, 2014; and

WHEREAS, the Member desires to enter into this Agreement to amend and restate the terms and conditions of the governance and operation of the Company as set forth in the Original LLC Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement the Member does hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means Alta Wind Company, LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “Alta Wind 1-5 Holding Company, LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the

Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and collectively, the “Covered Persons”) shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

investigative (“Claims”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in

default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG YIELD OPERATING

Its: Sole Member

By: /s/ Brian E. Curci

Name: Brian E. Curci

Title: Secretary

SCHEDULE A

MEMBERS	UNITS
NRG YIELD OPERATING	1,000
TOTAL	1,000

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NRG YIELD RPV HOLDING LLC", CHANGING ITS NAME FROM "NRG YIELD RPV HOLDING LLC" TO "RPV HOLDING LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2018, AT 10:46 O'CLOCK A.M.

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State



5679341 8100
SR# 20187244389
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203662627
Date: 10-23-18

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: NRG Yield RPV Holding LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: **RPV Holding LLC**

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22 day of October, A.D. 2018.

By: _____ /s/ Debbie Reyes
Authorized Person(s)

Name: _____ Debbie Reyes
Print or Type

**SECOND AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
RPV HOLDING LLC**
a Delaware Limited Liability Company

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **RPV Holding LLC** (the “**Company**”), dated as of October 22, 2018, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Clearway Energy Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**RPV Holding LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or

subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

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ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

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**ARTICLE IX
GENERAL PROVISIONS**

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

CLEARWAY ENERGY OPERATING LLC

Its: Sole Member

By: /s/ Michael A. Brown

Michael A. Brown

Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
CLEARWAY ENERGY OPERATING 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000 LLC
TOTAL	1,000

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NRG SOUTH TRENT HOLDINGS LLC", CHANGING ITS NAME FROM "NRG SOUTH TRENT HOLDINGS LLC" TO "SOUTH TRENT HOLDINGS LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2018, AT 10:33 O`CLOCK A.M.

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State



4802716 8100
SR# 20187244341
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203662433
Date: 10-23-18

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NRG South Trent Holdings LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: **South Trent Holdings LLC**

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22 day of October, A.D. 2018.

By: _____ /s/ Debbie Reyes
Authorized Person(s)

Name: _____ Debbie Reyes
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:33 AM 10/22/2018
FILED 10:33 AM 10/22/2018
SR 20187244341 - File Number 4802716

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NYLD FUEL CELL HOLDINGS LLC", CHANGING ITS NAME FROM "NYLD FUEL CELL HOLDINGS LLC" TO "FUEL CELL HOLDINGS LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2018, AT 10:48 O`CLOCK A.M.

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State



5657892 8100
SR# 20187244390
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203662639
Date: 10-23-18

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NYLD Fuel Cell Holdings
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: **Fuel Cell Holdings LLC**

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22 day of October, A.D. 2018.

By: _____ /s/ Debbie Reyes
Authorized Person(s)

Name: _____ Debbie Reyes
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:48 AM 10/22/2018
FILED 10:48 AM 10/22/2018
SR 20187244390 - File Number 5657896

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
FUEL CELL HOLDINGS LLC**
a Delaware Limited Liability Company

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **Fuel Cell Holdings LLC** (the “**Company**”), dated as of October 22, 2018, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Clearway Energy Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**Fuel Cell Holdings LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or

subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within

such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.-

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

9

**ARTICLE IX
GENERAL PROVISIONS**

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

CLEARWAY ENERGY OPERATING LLC

Its: Sole Member

By: /s/ Michael A. Brown

Michael A. Brown

Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
CLEARWAY ENERGY OPERATING LLC 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000
TOTAL	1,000

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NRG YIELD DGPV HOLDING LLC", CHANGING ITS NAME FROM "NRG YIELD DGPV HOLDING LLC" TO "DGPV HOLDING LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2018, AT 10:45 O`CLOCK A.M.

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State



5727652 8100
SR# 20187244388
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203662612
Date: 10-23-18

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NRG Yield DGPV Holding LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: **DGPV Holding LLC**

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22 day of October, A.D. 2018.

By: _____ /s/ Kevin Malcarney
Authorized Person(s)

Name: _____ Kevin Malcarney
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:45 AM 10/22/2018
FILED 10:45 AM 10/22/2018
SR 20187244388 - File Number 5727652

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
DGPV HOLDING LLC**
a Delaware Limited Liability Company

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **DGPV Holding LLC** (the “**Company**”), dated as of October 22, 2018, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Clearway Energy Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**DGPV Holding LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or

subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

9

**ARTICLE IX
GENERAL PROVISIONS**

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

CLEARWAY ENERGY OPERATING LLC

Its: Sole Member

By: /s/ Michael A. Brown

Michael A. Brown

Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
CLEARWAY ENERGY OPERATING LLC 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:52 PM 03/29/2016
FILED 03:52 PM 03/29/2016
SR 20161947481 - File Number 6004165

**STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION**

First: The name of the limited liability company is Central CA Fuel Cell 1, LLC

Second: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington Zip code 19808. The name of its Registered agent at such address is Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is .")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 29th day of March, 2016

By: /s/ Michael S. Bishop
Authorized Person(s)

Name: Michael S. Bishop

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Central CA Fuel Cell 1, LLC
2. The Registered Office of the limited liability company in the State of Delaware is changed to 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is The Corporation Trust Company.

By: /s/ Debbie Reyes
Authorized Person

Name: Debbie Reyes
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:22 AM 04/23/2018
FILED 11:22 AM 04/23/2018
SR 20182907665 - File Number 6004165

**SECOND AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CENTRAL CA FUEL CELL 1, LLC**
a Delaware Limited Liability Company

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **Central CA Fuel Cell 1, LLC** (the “**Company**”), dated as of April 16, 2019, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Fuel Cell Holdings LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**Central CA Fuel Cell 1, LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company

may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture,

corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within

such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII
TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

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**ARTICLE IX
GENERAL PROVISIONS**

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

FUEL CELL HOLDINGS LLC

Its: Sole Member

By: /s/ Debbie Reyes

Name: Debbie Reyes

Title: Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
Fuel Cell Holdings LLC 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:25 PM 07/12/2012
FILED 06:08 PM 07/12/2012
SRV 120832105 - 5183154 FILE

**CERTIFICATE OF FORMATION
OF
NRG SOLAR IGUANA LLC**

1. Name: The name of the limited liability company is NRG Solar Iguana LLC.
2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Solar Iguana LLC this 12th day of July, 2012.

/s/ Lynne Przychodzki

Lynne Przychodzki
Authorized Person

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NRG SOLAR IGUANA LLC", CHANGING ITS NAME FROM "NRG SOLAR IGUANA LLC" TO "SOLAR IGUANA LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2018, AT 10:35 O`CLOCK A.M.

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State



5183154 8100

SR# 20187244342

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203662447

Date: 10-23-18

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NRG Solar Iguana LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: **Solar Iguana LLC**

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22 day of October, A.D. 2018.

By: _____ /s/ Debbie Reyes
Authorized Person(s)

Name: _____ Debbie Reyes
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:35 AM 10/22/2018
FILED 10:35 AM 10/22/2018
SR 20187244342 - File Number 5183154

**SECOND AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SOLAR IGUANA LLC**
a Delaware Limited Liability Company

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **Solar Iguana LLC** (the “**Company**”), dated as of October 22, 2018, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Clearway Energy Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**Solar Iguana LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or

subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within

such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the

Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

9

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

CLEARWAY ENERGY OPERATING LLC

Its: Sole Member

By: /s/ Michael A. Brown

Michael A. Brown

Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
CLEARWAY ENERGY OPERATING LLC 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:36 AM 10/11/2013
FILED 10:27 AM 10/11/2013
SRV 13118775 - 5413794 FILE

**CERTIFICATE OF FORMATION
OF
NRG SOLAR LAS VEGAS MB 1 LLC**

1. Name: The name of the limited liability company is NRG Solar Las Vegas MB 1 LLC.
2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. Organizer: The name and address of the sole organizer of the limited liability company is Elizabeth McCormack, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Solar Las Vegas MB 1 LLC on this 11th day of October, 2013.

/s/ Elizabeth McCormack
Elizabeth McCormack
Authorized Person

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NRG SOLAR LAS VEGAS MB 1 LLC", CHANGING ITS NAME FROM "NRG SOLAR LAS VEGAS MB 1 LLC" TO "SOLAR LAS VEGAS MB 1 LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2018, AT 10:37 O`CLOCK A.M.

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State



5413794 8100
SR# 20187244343
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203662459
Date: 10-23-18

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NRG Solar Las Vegas MB 1 LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: **Solar Las Vegas MB 1 LLC**

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22 day of October, A.D. 2018.

By: _____ /s/ Debbie Reyes
Authorized Person(s)

Name: _____ Debbie Reyes
Print or Type

**SECOND AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SOLAR LAS VEGAS MB 1 LLC**
a Delaware Limited Liability Company

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **Solar Las Vegas MB 1 LLC** (the “**Company**”), dated as of October 22, 2018, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Clearway Energy Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**Solar Las Vegas MB 1 LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the

Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a “**Covered Person**”) shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member’s interest in the Company, including such Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

**ARTICLE IV
MANAGEMENT**

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear

each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

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ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

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7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the

Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the

provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

CLEARWAY ENERGY OPERATING LLC

Its: Sole Member

By: /s/ Michael A. Brown

Michael A. Brown

Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
CLEARWAY ENERGY OPERATING LLC 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:50 PM 10/24/2013
FILED 05:32 PM 10/24/2013
SRV 131233411 - 5421022 FILE

**CERTIFICATE OF FORMATION
OF
NRG SOLAR STAR LLC**

1. Name: The name of the limited liability company is NRG Solar Star LLC.
2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. Organizer: The name and address of the sole organizer of the limited liability company is Elizabeth McCormack, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Solar Star LLC this 25th day of October, 2013.

/s/ Elizabeth McCormack

Elizabeth McCormack
Authorized Person

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NRG SOLAR STAR LLC", CHANGING ITS NAME FROM "NRG SOLAR STAR LLC" TO "CLEARWAY SOLAR STAR LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2018, AT 10:41 O`CLOCK A.M.

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State



5421022 8100
SR# 20187244385
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203662523
Date: 10-23-18

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NRG Solar Star LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: **Clearway Solar Star LLC**

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22 day of October, A.D. 2018.

By: _____ /s/ Debbie Reyes
Authorized Person(s)

Name: _____ Debbie Reyes
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:41 AM 10/22/2018
FILED 10:41 AM 10/22/2018
SR 20187244385 - File Number 5421022

**SECOND AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CLEARWAY SOLAR STAR LLC**
a Delaware Limited Liability Company

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **Clearway Solar Star LLC** (the “**Company**”), dated as of October 22, 2018, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Clearway Energy Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**Clearway Solar Star LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or

subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the

Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

9

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given, either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

CLEARWAY ENERGY OPERATING LLC

Its: Sole Member

By: /s/ Michael A. Brown

Michael A. Brown

Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
CLEARWAY ENERGY OPERATING LLC 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000
TOTAL	1,000

*State of Delaware
Secretary of State
Division of Corporations
Delivered 08:30 PM 02/18/2011
FILED 08:25 PM 02/18/2011
SRV 110183720 - 4942916 FILE*

CERTIFICATE OF FORMATION

OF

Tioga Solar Tabernacle, LLC

1. The name of the limited liability company is Tioga Solar Tabernacle, LLC.
2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Tioga Solar Tabernacle, LLC this Eighth day of February, 2011.

/s/ Paul Detering

Paul Detering, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:52 PM 05/07/2012
FILED 04:30 PM 05/07/2012
SRV 120523158 - 4942916 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company:
Tioga Solar Tabernacle, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
"1. Name: The name of the Company is "NRG Solar Tabernacle LLC."

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 7th day of May, A.D. 2012

By: /s/ Lynne Przychodzki
Authorized Person(s)

Name: Lynne Przychodzki
Print or Type

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NRG SOLAR TABERNACLE LLC", CHANGING ITS NAME FROM "NRG SOLAR TABERNACLE LLC" TO "SOLAR TABERNACLE LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2018, AT 10:43 O`CLOCK A.M.

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State



4942916 8100
SR# 20187244387

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203662599
Date: 10-23-18

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NRG Solar Tabernacle LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: **Solar Tabernacle LLC**

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22 day of October, A.D. 2018.

By: /s/ Debbie Reyes
Authorized Person

Name: Debbie Reyes
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:43 AM 10/22/2018
FILED 10:43 AM 10/22/2018
SR 20187244387 - File Number 4942916

**FOURTH AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SOLAR TABERNACLE LLC**
a Delaware Limited Liability Company

THIS FOURTH AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **Solar Tabernacle LLC** (the “**Company**”), dated as of October 22, 2018, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Clearway Energy Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**Solar Tabernacle LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or

subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

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ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

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**ARTICLE IX
GENERAL PROVISIONS**

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

CLEARWAY ENERGY OPERATING LLC

Its: Sole Member

By: /s/ Michael A. Brown

Michael A. Brown

Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
CLEARWAY ENERGY OPERATING LLC 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:15 PM 08/11/2011
FILED 02:50 PM 08/11/2011
SRV 110912082 - 5023545 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION
OF
PORTFOLIO SOLAR I, LLC

This Certificate of Formation of Portfolio Solar I, LLC (the “**Company**”), is being duly executed and filed by Gregory A. Godwin, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et seq.*).

FIRST. The name of the limited liability company formed hereby is Portfolio Solar I, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o National Corporate Research, Ltd., 615 South Dupont Highway, Dover, Delaware 19901, County of Kent.

THIRD. The name and address of the registered agent for service of process of the Company in the State of Delaware is National Corporate Research, Ltd., 615 South Dupont Highway, Dover, Delaware 19901, County of Kent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 11th day of August, 2011.

/s/ Gregory A. Godwin

Name: Gregory A. Godwin
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:41 PM 02/25/2014
FILED 02:26 PM 02/25/2014
SRV 140235591 - 5023545 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Portfolio Solar I, LLC
2. The Registered Office of the limited liability company in the State of Delaware is changed to 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is The Corporation Trust Company

By: /s/ Lynne P. Wittkamp
Authorized Person

Name: Lynne P. Wittkamp
Print or Type

**FIFTH AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
PORTFOLIO SOLAR I, LLC**
a Delaware Limited Liability Company

THIS FIFTH AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Portfolio Solar I, LLC (the “**Company**”), dated as of November 1, 2017 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, NRG Yield Operating LLC, a Delaware limited liability company, and amends and restates in its entirety that certain Fourth Amended & Restated Limited Liability Company Agreement with prior owner, NRG Renew DG Holdings LLC dated as of December 31, 2015.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “Portfolio Solar I, LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the

Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as disregarded for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person "shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a “**Covered Person**”) shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member’s interest in the Company, including such Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

**ARTICLE IV
MANAGEMENT**

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear

each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the By-Laws of NRG Energy, Inc., as may be amended and restated from time to time, or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other

Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT

TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

NRG YIELD OPERATING LLC

Its: Sole Member

By: /s/ Brian Curci

Brian Curci

Secretary

SCHEDULE A

<u>MEMBER</u>	<u>UNITS</u>
NRG YIELD OPERATING LLC	1,000
804 Carnegie Center Princeton, NJ 08540	
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:27 PM 12/23/2011
FILED 03:27 PM 12/23/2011
SRV 111335212 - 5086219 FILE

CERTIFICATE OF FORMATION

OF

SOLAR FLAGSTAFF ONE LLC

This Certificate of Formation of Solar Flagstaff One LLC (the "LLC"), dated as of December 21, 2011, is being duly executed and filed by Andrew B. Spence as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 DeL.C. §18-101, *et seq.*).

FIRST. The name of the limited liability company formed hereby is Solar Flagstaff One LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904.

FOURTH. Ameresco, Inc., a Delaware corporation ("Member"), is the sole member of the LLC.

FIFTH. The LLC is member-managed and has no managers. The Member acting alone, and without the consent of any other person, is authorized to manage and control the business and affairs of the LLC and to take any and all action in the name and on behalf of the LLC. Without limiting the foregoing, Member as the sole member of the LLC may delegate such of its rights and powers to manage and control the business and affairs of the LLC to such officers with such titles, duties and responsibilities as Member shall from time to time determine to be necessary or advisable.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Andrew B. Spence

Andrew B. Spence
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:57 PM 07/19/2012
FILED 05:50 PM 07/19/2012
SRV 120854271 - 5086219 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Solar Flagstaff One LLC
2. The Registered Office of the limited liability company in the State of Delaware is changed to Corporation Trust Center 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is THE CORPORATION TRUST COMPANY

By: /s/ Lynne Przychodzki
Authorized Person

Name: Lynne Przychodzki, Authorized Person
Print or Type

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SOLAR FLAGSTAFF ONE LLC**
a Delaware Limited Liability Company

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Solar Flagstaff One LLC (the “**Company**”), dated as of November 1, 2017 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, NRG Yield Operating LLC, a Delaware limited liability company, and amends and restates in its entirety that certain Limited Liability Company Agreement with prior owner, NRG Solar DG LLC dated as of June 27, 2012.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “Solar Flagstaff One LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the

Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as disregarded for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a “**Covered Person**”) shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member’s interest in the Company, including such Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

**ARTICLE IV
MANAGEMENT**

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2.113) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear

each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the By-Laws of NRG Energy, Inc., as may be amended and restated from time to time, or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other

Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT

TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

NRG YIELD OPERATING LLC

Its: Sole Member

By: /s/ Brian Curci

Brian Curci

Secretary

SCHEDULE A

MEMBER	UNITS
NRG YIELD OPERATING LLC	1,000
804 Carnegie Center Princeton, NJ 08540	
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:16 PM 10/01/2008
FILED 06:08 PM 10/01/2008
SRV 081005272 - 4607528 FILE

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
SPP ASSET HOLDING, LLC

FIRST: The name of the limited liability company is:

SPP Asset Holdings, LLC.

SECOND: The address of its registered office in the State of Delaware is 615 South DuPont Highway, Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is National Corporate Research, Ltd.

THIRD: The purpose of the company is to engage in any lawful act or activity for which a limited liability company may be organized under the Delaware Limited Liability Company Act.

FOURTH: The company shall be managed in accordance with the terms of its limited liability company agreement, as it may be amended from time to time.

FIFTH: No member of this company shall be obligated personally for any debt, obligation, or liability of the company solely by reason of being a member of this company. The failure to observe any formalities relating to the business or affairs of this company shall not be grounds for imposing personal liability on any member for the debts, obligations, or liabilities of this company.

SIXTH: This company reserves the right to amend or repeal any provision contained herein in the manner now or hereafter prescribed by law and in the company's limited liability company agreement, as it may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 1st day of October, 2008.

/s/ Catherine Matterson

Catherine Matterson, Authorized Person

*State of Delaware
Secretary of State
Division of Corporations
Delivered 06:09 PM 07/13/2012
FILED 05:40 PM 07/13/2012
SRV 120836278 - 4607528 FILE*

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is SPP Asset Holdings, LLC
2. The Registered Office of the limited liability company in the State of Delaware is changed to Corporation Trust Center 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is THE CORPORATION TRUST COMPANY

By: /s/ Lynne Przychodzki
Authorized Person

Name: Lynne Przychodzki
Print or Type

**SECOND AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SPP ASSET HOLDINGS, INC**
a Delaware Limited Liability Company

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of SPP Asset Holdings, LLC (the “**Company**”), dated as of November 1, 2017 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, NRG Yield Operating LLC, a Delaware limited liability company, and amends and restates in its entirety that certain Amended & Restated Limited Liability Company Agreement with prior owner, Solar Power Partners, Inc. dated as of August 15, 2011.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “SPP Asset Holdings, LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the

Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as disregarded for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a “**Covered Person**”) shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member’s interest in the Company, including such Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

**ARTICLE IV
MANAGEMENT**

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the By-Laws of NRG Energy, Inc., as may be amended and restated from time to

time, or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI
TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII
TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other

Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT

TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

NRG YIELD OPERATING LLC

Its: Sole Member

By: /s/ Brian Curci

Brian Curci

Secretary

SCHEDULE A

MEMBER	UNITS
NRG YIELD OPERATING LLC 804 Carnegie Center Princeton, NJ 08540	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:16 PM 10/01/2008
FILED 06:08 PM 10/01/2008
SRV 081005272 - 4607528 FILE

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
SPP FUND II, LLC

FIRST: The name of the limited liability company is:

SPP FUND II, LLC.

SECOND: The address of its registered office in the State of Delaware is 615 South DuPont Highway, Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is National Corporate Research, Ltd.

THIRD: The purpose of the company is to engage in any lawful act or activity for which a limited liability company may be organized under the Delaware Limited Liability Company Act.

FOURTH: The company shall be managed in accordance with the terms of its limited liability company agreement, as it may be amended from time to time.

FIFTH: No member of this company shall be obligated personally for any debt, obligation, or liability of the company solely by reason of being a member of this company. The failure to observe any formalities relating to the business or affairs of this company shall not be grounds for imposing personal liability on any member for the debts, obligations, or liabilities of this company.

SIXTH: This company reserves the right to amend or repeal any provision contained herein in the manner now or hereafter prescribed by law and in the company's limited liability company agreement, as it may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 2nd day of October, 2008.

/s/ Nancy T. Le

Nancy T. Le, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:15 PM 07/13/2012
FILED 04:03 PM 07/13/2012
SRV 120835588 - 4570391 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is SPP Fund II, LLC
2. The Registered Office of the limited liability company in the State of Delaware is changed to Corporation Trust Center 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is THE CORPORATION TRUST COMPANY

By: /s/ Lynne Przychodzki
Authorized Person

Name: Lynne Przychodzki
Print or Type

**FOURTH AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SPP FUND II, INC**
a Delaware Limited Liability Company

THIS FOURTH AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of SPP Fund II, LLC (the “**Company**”), dated as of April 13, 2018 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, SPP Fund II Holdings, LLC, a Delaware limited liability company, and amends and restates in its entirety that certain Third Amended & Restated Limited Liability Company Agreement dated as of December 31, 2015.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “SPP Fund II, LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the

Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as disregarded for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a “**Covered Person**”) shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member’s interest in the Company, including such Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

**ARTICLE IV
MANAGEMENT**

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the By-Laws of NRG Energy, Inc., as may be amended and restated from time to

time, or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI
TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII
TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other

Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT

TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

SPP FUND II HOLDINGS, LLC

Its: Sole Member

By: /s/ Debbie Reyes

Debbie Reyes

Assistant Secretary

SCHEDULE A

MEMBER	UNITS
SPP FUND II HOLDINGS, LLC 804 Carnegie Center Princeton, NJ 08540	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:06 PM 04/16/2009
FILED 05:01 PM 04/16/2009
SRV 090370754 - 4677010 FILE

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
SPP FUND II-B, LLC

FIRST: The name of the limited liability company is:

SPP FUND II-B, LLC.

SECOND: The address of its registered office in the State of Delaware is 615 South DuPont Highway, Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is National Corporate Research, Ltd.

THIRD: The purpose of the company is to engage in any lawful act or activity for which a limited liability company may be organized under the Delaware Limited Liability Company Act.

FOURTH: The company shall be managed in accordance with the terms of its limited liability company agreement, as it may be amended from time to time.

FIFTH: No member of this company shall be obligated personally for any debt, obligation, or liability of the company solely by reason of being a member of this company. The failure to observe any formalities relating to the business or affairs of this company shall not be grounds for imposing personal liability on any member for the debts, obligations, or liabilities of this company.

SIXTH: This company reserves the right to amend or repeal any provision contained herein in the manner now or hereafter prescribed by law and in the company's limited liability company agreement, as it may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 16th day of April, 2009.

/s/ Stan Lewandowski

Stan Lewandowski, Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is SPP Fund II-B, LLC.
2. The Registered Office of the limited liability company in the State of Delaware is changed to Corporation Trust Center 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is THE CORPORATION TRUST COMPANY

By: /s/ Lynne Przychodzki
Authorized Person

Name: Lynne Przychodzki
Print or Type

**FOURTH AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SPP FUND II-B, LLC**
a Delaware Limited Liability Company

THIS FOURTH AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of SPP Fund II-B, LLC (the “**Company**”), dated as of April 13, 2018 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, SPP Fund II Holdings, LLC, a Delaware limited liability company, and amends and restates in its entirety that certain Third Amended & Restated Limited Liability Company Agreement dated as of December 31, 2015.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “SPP Fund II-B, LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as disregarded for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a “**Covered Person**”) shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member’s interest in the Company, including such Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

**ARTICLE IV
MANAGEMENT**

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear

each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the By-Laws of NRG Energy, Inc., as may be amended and restated from time to time, or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI
TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII
TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other

Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT

TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

SPP FUND II HOLDINGS, LLC

Its: Sole Member

By: /s/ Debbie Reyes

Debbie Reyes

Assistant Secretary

SCHEDULE A

MEMBER	UNITS
SPP FUND II HOLDINGS, LLC 804 Carnegie Center Princeton, NJ 08540	1,000
TOTAL	1,000

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
SPP FUND II HOLDINGS, LLC

FIRST: The name of the limited liability company is:

SPP Fund II Holdings, LLC.

SECOND: The address of its registered office in the State of Delaware is 615 South DuPont Highway, Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is National Corporate Research, Ltd.

THIRD: The purpose of the company is to engage in any lawful act or activity for which a limited liability company may be organized under the Delaware Limited Liability Company Act.

FOURTH: The company shall be managed in accordance with the terms of its limited liability company agreement, as it may be amended from time to time.

FIFTH: No member of this company shall be obligated personally for any debt, obligation, or liability of the company solely by reason of being a member of this company. The failure to observe any formalities relating to the business or affairs of this company shall not be grounds for imposing personal liability on any member for the debts, obligations, or liabilities of this company.

SIXTH: This company reserves the right to amend or repeal any provision contained herein in the manner now or hereafter prescribed by law and in the company's limited liability company agreement, as it may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 17th day of December, 2008.

/s/ Stan Lewandowski

Stan Lewandowski, Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is SPP Fund II Holdings, LLC.
2. The Registered Office of the limited liability company in the State of Delaware is changed to Corporation Trust Center 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is THE CORPORATION TRUST COMPANY

By: /s/ Lynne Przychodzki
Authorized Person

Name: Lynne Przychodzki
Print or Type

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SPP FUND II HOLDINGS, LLC
a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of SPP Fund II Holdings, LLC (the “**Company**”), dated as of November 1, 2017 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, NRG Yield Operating LLC, a Delaware limited liability company, and amends and restates in its entirety that certain Limited Liability Company Agreement with prior owner, Solar Power Partners, Inc. dated as of December 31, 2008.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “SPP Fund II Holdings, LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as disregarded for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a “**Covered Person**”) shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member’s interest in the Company, including such Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

**ARTICLE IV
MANAGEMENT**

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear

each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the By-Laws of NRG Energy, Inc., as may be amended and restated from time to time, or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI
TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII
TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other

Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT

TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

NRG YIELD OPERATING LLC

Its: Sole Member

By: /s/ Brian Curci

Brian Curci

Secretary

SCHEDULE A

MEMBER	UNITS
NRG YIELD OPERATING LLC 804 Carnegie Center Princeton, NJ 08540	1,000
TOTAL	1,000

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
SPP FUND III, LLC

FIRST: The name of the limited liability company is:

SPP Fund III, LLC.

SECOND: The address of its registered office in the State of Delaware is 615 South DuPont Highway, Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is National Corporate Research, Ltd.

THIRD: The purpose of the company is to engage in any lawful act or activity for which a limited liability company may be organized under the Delaware Limited Liability Company Act.

FOURTH: The company shall be managed in accordance with the terms of its limited liability company agreement, as it may be amended from time to time.

FIFTH: No member of this company shall be obligated personally for any debt, obligation, or liability of the company solely by reason of being a member of this company. The failure to observe any formalities relating to the business or affairs of this company shall not be grounds for imposing personal liability on any member for the debts, obligations, or liabilities of this company.

SIXTH: This company reserves the right to amend or repeal any provision contained herein in the manner now or hereafter prescribed by law and in the company's limited liability company agreement, as it may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 14th day of September, 2009.

/s/ Nancy T. Le

Nancy T. Le, Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is SPP Fund III, LLC.
2. The Registered Office of the limited liability company in the State of Delaware is changed to Corporation Trust Center 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is THE CORPORATION TRUST COMPANY

By: /s/ Lynne Przychodzki
Authorized Person

Name: Lynne Przychodzki
Print or Type

**FIFTH AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SPP FUND III, LLC
a Delaware Limited Liability Company**

THIS FIFTH AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of SPP Fund III, LLC (the “**Company**”), dated as of November 1, 2017 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, NRG Yield Operating LLC, a Delaware limited liability company, and amends and restates in its entirety that certain Limited Liability Company Agreement with prior owner, SPF Galaxy, Inc. dated as of May 19, 2017.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

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“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “SPP Fund III, LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as disregarded for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a “**Covered Person**”) shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member’s interest in the Company, including such Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

**ARTICLE IV
MANAGEMENT**

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear

each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the By-Laws of NRG Energy, Inc., as may be amended and restated from time to time, or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI
TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII
TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other

Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT

TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

NRG YIELD OPERATING LLC

Its: Sole Member

By: /s/ Brian Curci

Brian Curci

Secretary

SCHEDULE A

MEMBER	UNITS
NRG YIELD OPERATING LLC 804 Carnegie Center Princeton, NJ 08540	1,000
TOTAL	1,000

**CERTIFICATE OF FORMATION
OF
THERMAL CANADA INFRASTRUCTURE HOLDINGS LLC**

First: The name of the limited liability company is: Thermal Canada Infrastructure Holdings LLC.

Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, zip code 19801. The name of its registered agent at such address is The Corporation Trust Company.

In Witness Whereof, the undersigned has executed this Certificate of Formation on this day of June, 2018.

/s/ Deborah R. Fry

Deborah R. Fry
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
THERMAL CANADA INFRASTRUCTURE HOLDINGS LLC
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Thermal Canada Infrastructure Holdings LLC (the “**Company**”), dated as of June 25, 2018 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, NRG Yield Operating LLC, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “Thermal Canada Infrastructure Holdings LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the By-Laws of NRG Energy, Inc., as may be amended or amended and restated, or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in

any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

NRG YIELD OPERATING LLC

Its: Sole Member

By: /s/ Kevin P. Malcarney

Name: Kevin P. Malcarney

Title: Senior Vice President & General Counsel

SCHEDULE A

MEMBER	UNITS
SPP FUND II HOLDINGS, LLC 804 Carnegie Center Princeton, NJ 08540	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:33 PM 05/23/2018
FILED 12:33 PM 05/23/2018
SR 20184207906 File Number 6898346

**CERTIFICATE OF FORMATION
OF
THERMAL INFRASTRUCTURE DEVELOPMENT HOLDINGS LLC**

First: The name of the limited liability company is: **Thermal Infrastructure Development Holdings LLC.**

Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, zip code 19801. The name of its registered agent at such address is The Corporation Trust Company.

In Witness Whereof, the undersigned has executed this Certificate of Formation on this 23rd day of May, 2018.

/s/ Debbie Reyes
Debbie Reyes
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
THERMAL INFRASTRUCTURE DEVELOPMENT HOLDINGS, LLC**
a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **Thermal Infrastructure Development Holdings LLC** (the “**Company**”), dated as of May 23, 2018 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **NRG Yield Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**Thermal Infrastructure Development Holdings, LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purpose other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the By-Laws of NRG Energy, Inc., as may be amended or amended and restated, or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in

any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

NRG YIELD OPERATING LLC

Its: Sole Member

By: /s/ Kevin P. Malcarney

Name: Kevin P. Malcarney

Title: Senior Vice President & General Counsel

SCHEDULE A

MEMBER	UNITS
NRG Yield Operating LLC 804 Carnegie Center Princeton, NJ 08540	1,000
TOTAL	1,000

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ECP UPTOWN COMPUS HOLDINGS LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF NOVEMBER, A.D. 2018, AT 8:17 O'CLOCK A.M.

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State



7157101 8100
SR# 20187728742

Authentication: 203936987
Date: 11-20-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF FORMATION
OF
ECP UPTOWN CAMPUS HOLDINGS LLC**

First: The name of the limited liability company is: **ECP Uptown Campus Holdings LLC**

Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, zip code 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 20th day of November, 2018.

/s/ Debbie Reyes

Debbie Reyes
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:43 AM 10/22/2018
FILED 10:43 AM 10/22/2018
SR 20187244387 - File Number 4942916

**LIMITED LIABILITY COMPANY AGREEMENT
OF
ECP UPTOWN CAMPUS HOLDINGS LLC**
a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **ECP Uptown Campus Holdings LLC** (the “**Company**”), dated as of November 20, 2018 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Clearway Energy Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**ECP Uptown Campus Holdings LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purpose other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or

subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this [Section 5.2](#).

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) [Section 3.2](#) and this [Article V](#) shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this [Article V](#) shall not adversely affect any rights of such Covered Person pursuant to this [Article V](#), including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

CLEARWAY ENERGY OPERATING LLC

Its: Sole Member

By: /s/ Michael A. Brown

Name: Michael A. Brown

Title: Assistant Secretary

SCHEDULE A

MEMBER	UNITS
Clearway Energy Operating LLC 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000
TOTAL	1,000

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ENERGY CENTER CAGUAS HOLDINGS LLC", FILED IN THIS OFFICE ON THE FOURTH DAY OF OCTOBER, A.D. 2018, AT 5:33 O'CLOCK P.M.



/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

7087856 8100
SR# 20186996366

Authentication: 203556512
Date: 10-05-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF FORMATION
OF
ENERGY CENTER CAGUAS HOLDINGS LLC**

First: The name of the limited liability company is: **Energy Center Caguas Holdings LLC**

Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, zip code 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 4th day of October, 2018.

/s/ Debbie Reyes

Debbie Reyes

Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
ENERGY CENTER CAGUAS HOLDINGS LLC**
a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **Energy Center Caguas Holdings LLC** (the “**Company**”), dated as of October 4, 2018, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **Clearway Energy Operating LLC**, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**Energy Center Caguas Holdings LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in

existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise,

whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of

the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation

to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof provided that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or

subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an “**Indemnitee**”) shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this 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.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or

unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

CLEARWAY ENERGY OPERATING LLC

Its: Sole Member

By: /s/ Michael A. Brown

Name: Michel A. Brown

Title: Assistant Secretary

SCHEDULE A

<u>MEMBERS</u>	<u>UNITS</u>
Clearway Energy Operating LLC 300 Carnegie Center, Suite 300 Princeton, NJ 08540	1,000
TOTAL	1,000



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DALLAS, TEXAS
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RIYADH
SAN FRANCISCO
WASHINGTON

August 6, 2019

Clearway Energy Operating LLC
300 Carnegie Center, Suite 300
Princeton, New Jersey 08540

Ladies and Gentlemen:

As set forth in the Registration Statement on Form S-4 (the "Registration Statement") filed on the date hereof with the Securities and Exchange Commission (the "Commission") by Clearway Energy Operating LLC, a Delaware limited liability company (the "Company"), Clearway Energy LLC, a Delaware limited liability company ("Clearway Energy LLC"), and certain of the Company's subsidiaries listed in the Registration Statement as guarantors (together with Clearway Energy LLC, the "Guarantors"), under the Securities Act of 1933, as amended (the "Act"), relating to the registration under the Act of the offering and issuance of \$600 million aggregate principal amount of the Company's 5.750% Senior Notes due 2025 (the "Exchange Notes"), guaranteed by the Guarantors to the extent set forth in the Indenture (as defined below) (the "Guarantees"), to be offered by the Company and the Guarantors in exchange (the "Exchange Offer") for a like principal amount of the Company's issued and outstanding 5.750% Senior Notes due 2025 (the "Old Notes"), certain legal matters in connection with the Exchange Notes and the related Guarantees are being passed upon for you by us. The Exchange Notes and the related Guarantees are to be issued under an Indenture, dated as of October 1, 2018 (the "Indenture"), as amended, among the Company, the Guarantors and Delaware Trust Company, as Trustee (the "Trustee").

In our capacity as your counsel in the connection referred to above and as a basis for the opinions hereinafter expressed, we have examined (i) the Registration Statement; (ii) the Indenture; (iii) the Company's Certificate of Formation and Third Amended and Restated Limited Liability Company Agreement, each as amended to date; (iv) the certificate of formation and the limited liability company agreement, each as amended to date, of each of the Guarantors; and (v) the originals, or copies certified or otherwise identified, of the limited liability company records of each of the Company and the Guarantors, including minute books of each of the Company and the Guarantors as furnished to us by each of the Company and the Guarantors, certificates of public officials and of representatives of each of the Company and the Guarantors, statutes and other instruments and documents, as we deemed necessary or advisable for purposes of the opinions hereinafter expressed. In giving such opinions, we have relied, to the extent we deemed appropriate, without independent investigation or verification, upon certificates of officers of the Company and of public officials with respect to the accuracy and completeness of the factual matters contained in or covered by such certificates. In making our examination, we have assumed that the signatures on all documents examined by us are genuine, that all documents submitted to us as originals are authentic and complete, that all documents submitted to us as copies are true and correct copies of the originals thereof and that all information submitted to us was accurate and complete. In connection with the opinions below, we also have assumed that (i) the Indenture has been duly authorized, executed and delivered by the Trustee and UB Fuel Cell, LLC, a Connecticut limited liability company and a Guarantor (the "Connecticut Guarantor"), and constitutes the legal, valid and binding obligation of the Trustee and the Connecticut Guarantor, (ii) the Registration Statement and any amendments thereto (including post-effective amendments) will have become effective under the Act and the Indenture will have been qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes and the related Guarantees will have been duly executed, authenticated and delivered in accordance with the provisions of the Indenture and issued in exchange for Old Notes pursuant to, and in accordance with the terms of, the Exchange Offer as contemplated in the Registration Statement. With respect to the Connecticut Guarantor, we understand that there has been filed with the Commission as an exhibit to the Registration Statement an opinion of Murtha Cullina LLP, with respect to the Connecticut Guarantor.

On the basis of the foregoing, and subject to the qualifications and limitations hereinafter set forth, we are of the opinion that:

1. The Exchange Notes, when issued, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as enforcement thereof is subject to (a) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws relating to or affecting creditors' rights generally or by general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law) and (b) public policy, applicable law relating to fiduciary duties and indemnification and contribution and any implied covenant of good faith and fair dealing.

2. Each Guarantee of a Guarantor remains a valid and legally binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms, except as that enforcement is subject to (a) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws relating to or affecting creditors' rights generally or by general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law) and (b) public policy, applicable law relating to fiduciary duties and indemnification and contribution and any implied covenant of good faith and fair dealing.

The opinions set forth above are limited in all respects to the federal laws of the United States of America, the laws of the state of New York and the laws of the state of Delaware, in each case as in effect on the date hereof. We hereby consent to the filing of this opinion of counsel as Exhibit 5.01 to the Registration Statement. We also consent to the reference to our Firm under the heading "Legal Matters" in the prospectus forming a part of the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ BAKER BOTTS L.L.P.

August 6, 2019

Clearway Energy Operating LLC
and the Addressees set forth on Exhibit B

300 Carnegie Center, Suite 300
Princeton, New Jersey 08540

Re: Registration Statement on Form S-4 — UB Fuel Cell, LLC

Ladies and Gentlemen:

We have acted as special Connecticut counsel to UB Fuel Cell, LLC, a Connecticut limited liability company (the "Guarantor"), the Guarantor being a subsidiary of Clearway Energy Operating LLC, a Delaware limited liability company (the "Issuer"), in connection with the Issuer's filing of a Registration Statement on Form S-4 (the "Registration Statement"), with the Securities and Exchange Commission (the "SEC"), which relates to the registration under the Securities Act of 1933, as amended (the "Securities Act"), of the offer and exchange of up to \$600,000,000 aggregate principal amount of the Issuer's 5.750% Senior Notes due 2025 (the "Exchange Notes") that are to be guaranteed on a senior unsecured basis by certain of the Issuer's current and future direct and indirect subsidiaries, including the Guarantor.

The Exchange Notes are to be issued: (a) pursuant to that certain Indenture (the "Indenture"), dated as of October 1, 2018, among the Issuer, the guarantors named therein, and Delaware Trust Company, as trustee (the "Trustee"); and (b) in accordance with that certain Registration Rights Agreement (the "Registration Agreement"), dated as of October 1, 2018, by and among the Issuer, the other guarantors party thereto and RBC Capital Markets, LLC, as representative of the parties named therein as the initial purchasers therein.

All capitalized terms used but not otherwise defined herein shall have the same meanings that have been ascribed to them in the Indenture, unless the context otherwise requires. This opinion is being furnished solely for the purpose of the Issuer to comply with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following: (i) the organizational documents of the Guarantor; (ii) a certificate of existence issued on August 6, 2019 by the Secretary of State of the State of Connecticut as to the Guarantor, a copy of which is attached hereto as Exhibit A (the "Guarantor's Legal Existence Certificate"); (iii) a certificate of the Sole Member of the Guarantor dated August 6, 2019 (the "Sole Member's Certificate"); (iv) the

Written Consent of the Sole Member of the Guarantor dated September 17, 2018 (the "Written Consent") adopted by the sole member of the Guarantor with respect to, among other things, the execution and delivery by the Guarantor of the Indenture, the guaranty of the Exchange Notes and other matters; (v) the Registration Statement and the prospectus contained therein, in substantially the form to be filed with the SEC pursuant to the Securities Act, and (vi) the Indenture. We have also examined such other documents and certificates and such matters of law as we have deemed necessary for the purposes of this opinion.

In such examination, we have assumed the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as certified or photostatic copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered and that the execution of the Written Consent by the sole member of the Guarantor has been duly authorized. We have also assumed that the terms and conditions of the Indenture and Registration Agreement have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or by waiver of any of the material provisions of the Indenture and Registration Agreement by any of the parties to such documents. As to any facts material to the opinions expressed herein, we have made no independent investigation of such facts and have relied upon certificates of public officials, the Sole Member's Certificate, and certificates of the legally authorized agents of the Guarantor.

Based upon, and subject to, the foregoing and subject also to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1. The Guarantor is a limited liability company, validly existing under the laws of the State of Connecticut.
2. The Guarantor has the authority to perform its obligations under the Indenture, including its guarantee of the Exchange Notes.

Our opinion set forth in paragraph 1 above is rendered in reliance upon the Guarantor's Legal Existence Certificate.

The opinions stated in this letter are limited to the applicable laws of the State of Connecticut as in effect on the date hereof, which laws are subject to change with possible retroactive effect. We do not express any other opinion herein concerning any other laws.

We hereby consent to (i) the filing of this opinion with the SEC as an exhibit to the Registration Statement and all amendments thereto, and (ii) reliance on this opinion by Baker Botts L.L.P. We also consent to the reference to our firm under the caption "Legal Matters" in the prospectus that forms a part of the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC thereunder.

This opinion is rendered only as of the date hereof. We assume no obligation to revise or supplement this opinion after the date of effectiveness of the Registration Statement should the present laws of the State of Connecticut be changed by legislative action, judicial decision, or otherwise. We also undertake no obligation to update or supplement this opinion to reflect any matters which may hereafter come to our attention or any amendments to the Exchange Notes and the Indenture, or changes in law or any other matters that may occur after the date of this opinion.

It is understood that this opinion is to be used only in connection with the offer and sale of the Exchange Notes while the Registration Statement is in effect and may not be used, quoted or relied upon by any other person or for any other purpose whatsoever, without in each such other instance obtaining our prior written consent.

Very truly yours,

MURTHA CULLINA LLP

By: /s/ Frank J. Saccomandi, III
Frank J. Saccomandi, III
A Partner of the Firm

Exhibit A

Certificate of Legal Existence

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that articles of organization for

UB FUEL CELL, LLC

a domestic limited liability company, were filed in this office on January 30, 2014.

Articles of dissolution have not been filed, and so far as indicated by the records of this office such
limited liability company is in existence.



Secretary of the State

Date Issued: August 05, 2019

Exhibit B

Addressees

UB Fuel Cell, LLC
Clearway Energy LLC
Alta Wind 1-5 Holding Company, LLC
Alta Wind Company, LLC
Central CA Fuel Cell 1, LLC
Clearway Solar Star LLC
DGPV Holding LLC
ECP Uptown Campus Holdings LLC
Energy Center Caguas Holdings LLC
Fuel Cell Holdings LLC
Portfolio Solar I, 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 Infrastructure Development Holdings LLC

SUBSIDIARIES OF CLEARWAY ENERGY LLC

Entity Name	Jurisdiction
2011 Finance Holdco LLC	Delaware
AC Solar Holdings LLC	Delaware
Adams Community Solar Garden I LLC	Colorado
Adams Community Solar Garden II LLC	Colorado
Adams Community Solar Garden III LLC	Colorado
Adams Community Solar Gardens LLC	Colorado
Agua Caliente Borrower 2 LLC	Delaware
Agua Caliente Solar Holdings LLC	Delaware
Agua Caliente Solar, LLC	Delaware
Alta Interconnection Management II, LLC	Delaware
Alta Interconnection Management III, LLC	Delaware
Alta Interconnection Management, LLC	Delaware
Alta Realty Holdings, LLC	Delaware
Alta Realty Investments, LLC	Delaware
Alta Vista LLC	Delaware
Alta Wind 1-5 Holding Company, LLC	Delaware
Alta Wind Asset Management Holdings, LLC	Delaware
Alta Wind Asset Management, LLC	Delaware
Alta Wind Company, LLC	Delaware
Alta Wind Holdings, LLC	Delaware
Alta Wind I Holding Company, LLC	Delaware
Alta Wind I, LLC	Delaware
Alta Wind II Holding Company, LLC	Delaware
Alta Wind II, LLC	Delaware
Alta Wind III Holding Company, LLC	Delaware
Alta Wind III, LLC	Delaware
Alta Wind IV Holding Company, LLC	Delaware
Alta Wind IV, LLC	Delaware
Alta Wind V Holding Company, LLC	Delaware
Alta Wind V, LLC	Delaware
Alta Wind X Holding Company, LLC	Delaware
Alta Wind X, LLC	Delaware
Alta Wind XI Holding Company, LLC	Delaware
Alta Wind XI, LLC	Delaware

Alta Wind X-XI TE Holdco LLC	Delaware
Apple I LLC	Delaware
Arapahoe Community Solar Garden I LLC	Colorado
Avenal Park LLC	Delaware
Avenal Solar Holdings LLC	Delaware
Bashaw Solar 1, LLC	Delaware
Big Lake Holdco LLC	Delaware
Black Cat Road Solar, LLC	Delaware
Black Start Battery Holdings LLC	Delaware
Black Start Battery LLC	Delaware
Bluestone Solar, LLC	Delaware
Brook Street Solar 1, LLC	Delaware
Buckthorn Holdings, LLC	Delaware
Buckthorn Renewables, LLC	Delaware
Buckthorn Solar Portfolio, LLC	Delaware
Buckthorn Westex, LLC	Delaware
Buffalo Bear, LLC	Oklahoma
Bullock Road Solar 1, LLC	Delaware
BWC Swan Pond River, LLC	Delaware
CA Fund LLC	Delaware
Center St Solar 1, LLC	Delaware
Central CA Fuel Cell 1, LLC	Delaware
Chestnut Borrower LLC	Delaware
Chestnut Class B LLC	Delaware
Chestnut Fund Sub LLC	Delaware
Chisago Holdco LLC	Delaware
Clara City Solar LLC	Delaware
Clear View Acres Wind Farm, LLC	Iowa
Clearway & EFS Distributed Solar 2 LLC	Delaware
Clearway & EFS Distributed Solar LLC	Delaware
Clearway AC Solar Holdings LLC	Delaware
Clearway Chestnut Fund LLC	Delaware
Clearway DG Lakeland LLC	Delaware
Clearway Energy Operating LLC	Delaware
Clearway Solar Star LLC	Delaware
Clearway Thermal LLC	Delaware
Clearway Walnut Creek II LLC	Delaware
Clearway West Holdings LLC	Delaware
CMR Solar, LLC	Delaware
Colorado Shared Solar I LLC	Colorado
Colorado Springs Solar Garden LLC	Colorado

Continental Energy, LLC	Arizona
Crosswind Transmission, LLC	Iowa
CVSR Holdco LLC	Delaware
CVSR Holdings LLC	Delaware
Cy-Hawk Wind Energy, LLC	Iowa
Denver Community Solar Garden I LLC	Colorado
Denver Community Solar Garden II LLC	Colorado
Desert Sunlight 250, LLC	Delaware
Desert Sunlight 300, LLC	Delaware
Desert Sunlight Holdings LLC	Delaware
Desert Sunlight Investment Holdings, LLC	Delaware
DG Berkeley Rec LLC	Delaware
DG Berkeley Village LLC	Delaware
DG Central East LLC	Delaware
DG Central West LLC	Delaware
DG Contra Costa Operations LLC	Delaware
DG Contra Costa Waste LLC	Delaware
DG Crystal Spring LLC	Delaware
DG Dighton LLC	Delaware
DG Foxborough Elm LLC	Delaware
DG Foxborough Landfill LLC	Delaware
DG Grantland LLC	Delaware
DG Haverhill LLC	Delaware
DG Imperial Admin LLC	Delaware
DG Imperial Building LLC	Delaware
DG Lathrop Louise LLC	Delaware
DG Lincoln Middle LLC	Delaware
DG Marathon LLC	Delaware
DG Rosedale Elementary LLC	Delaware
DG Rosedale Middle LLC	Delaware
DG San Joaquin LLC	Delaware
DG Tufts Knoll LLC	Delaware
DG Tufts Science LLC	Delaware
DG Washington Middle LLC	Delaware
DG Webster LLC	Delaware
DGPV 1 LLC	Delaware
DGPV 2 LLC	Delaware
DGPV 3 LLC	Delaware
DGPV 4 Borrower LLC	Delaware
DGPV 4 LLC	Delaware
DGPV Fund 1 LLC	Delaware

DGPV Fund 2 HoldCo A LLC	Delaware
DGPV Fund 2 HoldCo B LLC	Delaware
DGPV Fund 2 LLC	Delaware
DGPV Fund 4 LLC	Delaware
DGPV Fund 4 Sub LLC	Delaware
DGPV HoldCo 1 LLC	Delaware
DGPV HoldCo 2 LLC	Delaware
DGPV HoldCo 3 LLC	Delaware
DGPV Holding LLC	Delaware
Dodge Holdco LLC	Delaware
Eagle View Acres Wind Farm, LLC	Iowa
Eastman Street Solar 1, LLC	Delaware
ECP Uptown Campus HoldCo LLC	Delaware
ECP Uptown Campus Holdings LLC	Delaware
ECP Uptown Campus LLC	Delaware
El Mirage Energy, LLC	Arizona
El Segundo Energy Center LLC	Delaware
Elbow Creek Repowering Tax Equity Holdco LLC	Delaware
Elbow Creek Wind Project LLC	Texas
Electricity Sales Princeton LLC	Delaware
Elk Lake Wind Farm, LLC	Iowa
Elkhorn Holdings LLC	Delaware
Elkhorn Ridge Wind, LLC	Delaware
Energy Center Caguas HoldCo LLC	Delaware
Energy Center Caguas Holdings LLC	Delaware
Energy Center Caguas LLC	Puerto Rico
Energy Center Dover LLC	Delaware
Energy Center Harrisburg LLC	Delaware
Energy Center HCEC LLC	Delaware
Energy Center Minneapolis LLC	Delaware
Energy Center Omaha Holdings LLC	Delaware
Energy Center Omaha LLC	Delaware
Energy Center Paxton LLC	Delaware
Energy Center Phoenix LLC	Delaware
Energy Center Pittsburgh LLC	Delaware
Energy Center Princeton LLC	Delaware
Energy Center San Diego LLC	Delaware
Energy Center San Francisco LLC	Delaware
Energy Center Smyrna LLC	Delaware
Energy Center Tucson LLC	Arizona
Enterprise Solar, LLC	Delaware

Escalante Solar I, LLC	Delaware
Escalante Solar II, LLC	Delaware
Escalante Solar III, LLC	Delaware
ETCAP NES CS MN 02 LLC	Delaware
ETCAP NES CS MN 06 LLC	Delaware
Farmington Holdco LLC	Delaware
Federal Road Solar 1, LLC	Delaware
Forest Lake Holdco LLC	Delaware
Forward WindPower LLC	Delaware
Four Brothers Capital, LLC	Delaware
Four Brothers Holdings, LLC	Delaware
Four Brothers Portfolio, LLC	Delaware
Four Brothers Solar, LLC	Delaware
Frontenac Holdco LLC	Delaware
Fuel Cell Holdings LLC	Delaware
FUSD Energy, LLC	Arizona
GCE Holding LLC	Connecticut
GenConn Devon LLC	Connecticut
GenConn Energy LLC	Connecticut
GenConn Middletown LLC	Connecticut
Goat Wind LLC	Texas
Golden Puma Fund LLC	Delaware
Golden Puma Revolve LLC	Delaware
Grabinski Solar, LLC	Delaware
Granite Mountain Capital, LLC	Delaware
Granite Mountain Holdings, LLC	Delaware
Granite Mountain Renewables, LLC	Delaware
Granite Mountain Solar East, LLC	Delaware
Granite Mountain Solar West, LLC	Delaware
Green Prairie Energy, LLC	Iowa
Greene Wind Energy, LLC	Iowa
Hardin Hilltop Wind, LLC	Iowa
Hardin Wind Energy, LLC	Iowa
Harrisburg Cooling LLC	Delaware
High Plains Ranch II, LLC	Delaware
Highland Township Wind Farm, LLC	Iowa
HLE Solar Holdings, LLC	Delaware
HSD Solar Holdings, LLC	California
Huntington Beach LLC	Delaware
Hwy 14 Holdco LLC	Delaware
Iron Springs Capital, LLC	Delaware

Iron Springs Holdings, LLC	Delaware
Iron Springs Renewables, LLC	Delaware
Iron Springs Solar, LLC	Delaware
Kawailoa Renewables, LLC	Delaware
Kawailoa Solar Holdings, LLC	Delaware
Kawailoa Solar Portfolio, LLC	Delaware
Kawailoa Solar, LLC	Delaware
Lanikuhana Solar, LLC	Hawaii
Laredo Ridge Wind, LLC	Delaware
Lenape II Solar LLC	Delaware
Lindberg Field Solar 1, LLC	Delaware
Lindberg Field Solar 2, LLC	Delaware
Longhorn Energy, LLC	Arizona
Lookout WindPower LLC	Delaware
Mapleton Solar LLC	Delaware
Marsh Landing Holdings LLC	Delaware
Marsh Landing LLC	Delaware
MC1 Solar Farm, LLC	North Carolina
Minisink Solar 1, LLC	Delaware
Minisink Solar 2, LLC	Delaware
Mission Iowa Wind, LLC	California
Mission Minnesota Wind II, LLC	Delaware
Mission Wind Laredo, LLC	Delaware
Mission Wind New Mexico, LLC	Delaware
Mission Wind Oklahoma, LLC	Delaware
Mission Wind PA One, LLC	Delaware
Mission Wind PA Three, LLC	Delaware
Mission Wind PA Two, LLC	Delaware
Mission Wind Pennsylvania, LLC	Delaware
Mission Wind Utah, LLC	Delaware
Monster Energy, LLC	Arizona
Montevideo Solar LLC	Delaware
Mount Hope Solar 1, LLC	Delaware
Natural Gas Repowering LLC	Delaware
New Munich Solar LLC	Delaware
Northfield Holdco LLC	Delaware
NS Smith, LLC	Delaware
Oahu Renewables, LLC	Delaware
Oahu Solar Holdings LLC	Delaware
Oahu Solar LLC	Delaware
OC Solar 2010, LLC	California

Odin Wind Farm LLC	Minnesota
Old Westminster Solar 1, LLC	Delaware
Old Westminster Solar 2, LLC	Delaware
Olinda Trail Solar LLC	Delaware
Osakis Solar LLC	Delaware
OWF Eight, LLC	Minnesota
OWF Five, LLC	Minnesota
OWF Four, LLC	Minnesota
OWF One, LLC	Minnesota
OWF Seven, LLC	Minnesota
OWF Six, LLC	Minnesota
OWF Three, LLC	Minnesota
OWF Two, LLC	Minnesota
Palo Alto County Wind Farm, LLC	Iowa
Partridgeville Road Solar 1, LLC	Delaware
PC Dinuba LLC	Delaware
PESD Energy, LLC	Arizona
Pikes Peak Solar Garden I LLC	Colorado
Pine Island Holdco LLC	Delaware
Pinnacle Wind, LLC	Delaware
PM Solar Holdings, LLC	California
Pond Road Solar, LLC	Delaware
Portfolio Solar I, LLC	Delaware
Poverty Ridge Wind, LLC	Iowa
Puma Class B LLC	Delaware
Redbrook Solar 1, LLC	Delaware
Renew Canal 1 LLC	Delaware
Renew Solar CS4 Borrower LLC	Delaware
Renew Solar CS4 Class B LLC	Delaware
Renew Solar CS4 Fund LLC	Delaware
Renew Solar CS4 Fund Sub LLC	Delaware
Renew Solar CS4 Seller LLC	Delaware
Renew Spark 2 LLC	Delaware
Repowering Partnership Holdco LLC	Delaware
Repowering Partnership II LLC	Delaware
Rollingstone Holdco LLC	Delaware
Rounseville Solar 1, LLC	Delaware
RPV 1 LLC	Delaware
RPV 2 LLC	Delaware
RPV Fund 11 LLC	Delaware
RPV Fund 12 LLC	Delaware

RPV Fund 13 LLC	Delaware
RPV HoldCo 1 LLC	Delaware
RPV Holding LLC	Delaware
San Juan Mesa Investments, LLC	Delaware
San Juan Mesa Wind Project, LLC	Delaware
Sand Drag LLC	Delaware
Sartell Solar LLC	Delaware
SCDA Solar 1, LLC	Delaware
SCWFD Energy, LLC	Arizona
Silver Lake Acres Wind Farm, LLC	Iowa
SJA Solar LLC	Delaware
Sleeping Bear, LLC	Delaware
Solar Alpine LLC	Delaware
Solar Apple LLC	Delaware
Solar AV Holdco LLC	Delaware
Solar Avra Valley LLC	Delaware
Solar Blythe II LLC	Delaware
Solar Blythe LLC	Delaware
Solar Borrego Holdco LLC	Delaware
Solar Borrego I LLC	Delaware
Solar Community 1 LLC	Delaware
Solar Community Holdco LLC	Delaware
Solar CVSR Holdings LLC	Delaware
Solar Flagstaff One LLC	Delaware
Solar Iguana LLC	Delaware
Solar Kansas South Holdings LLC	Delaware
Solar Kansas South LLC	Delaware
Solar Las Vegas MB 1 LLC	Delaware
Solar Las Vegas MB 2 LLC	Delaware
Solar Mayfair LLC	Delaware
Solar Mule LLC	Delaware
Solar Oasis LLC	Delaware
Solar Roadrunner Holdings LLC	Delaware
Solar Roadrunner LLC	Delaware
Solar Tabernacle LLC	Delaware
Solar Warren LLC	Delaware
Solar Wauwinet LLC	Delaware
Solar West Shaft LLC	Delaware
South Trent Holdings LLC	Delaware
South Trent Wind LLC	Delaware
Spanish Fork Wind Park 2, LLC	Utah

SPP Asset Holdings, LLC	Delaware
SPP Fund II Holdings, LLC	Delaware
SPP Fund II, LLC	Delaware
SPP Fund II-B, LLC	Delaware
SPP Fund III, LLC	Delaware
SPP Lease Holdings, LLC	Delaware
SPP P-IV Master Lessee, LLC	Delaware
Spring Canyon Energy II LLC	Delaware
Spring Canyon Energy III LLC	Delaware
Spring Canyon Expansion Class B Holdings LLC	Delaware
Spring Canyon Expansion Holdings LLC	Delaware
Spring Canyon Expansion LLC	Delaware
Spring Canyon Interconnection LLC	Delaware
Spring Street Solar 1, LLC	Delaware
Stafford St Solar 1, LLC	Delaware
Stafford St Solar 2, LLC	Delaware
Stafford St Solar 3, LLC	Delaware
Statoil Energy Power/Pennsylvania, Inc.	Pennsylvania
Stearns Solar I LLC	Delaware
Steel Bridge Solar, LLC	Delaware
Sun City Project LLC	Delaware
Sunrise View Wind Farm, LLC	Iowa
Sunset View Wind Farm, LLC	Iowa
Sutton Wind Energy, LLC	Iowa
TA - High Desert, LLC	California
Taloga Wind, L.L.C.	Oklahoma
Tapestry Wind, LLC	Delaware
Thermal Canada Equities 1 Inc.	British Columbia
Thermal Canada Infrastructure Holdings LLC	Delaware
Thermal Canada Infrastructure 1 Holdings LLC	Delaware
Thermal Infrastructure Development Holdings LLC	Delaware
Thermal Infrastructure Development LLC	Delaware
Topeka Solar 1, LLC	Delaware
TOS Solar 1, LLC	Delaware
TOS Solar 2, LLC	Delaware
TOS Solar 4, LLC	Delaware
TOS Solar 5, LLC	Delaware
Tully Farms Solar 1, LLC	Delaware
UB Fuel Cell, LLC	Connecticut
Underhill Solar, LLC	Delaware
Utah Solar Holdings LLC	Delaware

Vail Energy, LLC	Arizona
Viento Funding II, LLC	Delaware
Viento Funding, LLC	Delaware
Virgin Lake Wind Farm, LLC	Iowa
Wabasha Holdco LLC	Delaware
Wabasha Solar II LLC	Delaware
Wabasha Solar III LLC	Delaware
Wabasha Solar LLC	Delaware
Waipio PV, LLC	Delaware
Walnut Creek Energy, LLC	Delaware
Walnut Creek LLC	Delaware
Waterford Holdco LLC	Delaware
WCEP Holdings, LLC	Delaware
Webster Holdco LLC	Delaware
Wildcat Energy, LLC	Arizona
Wildorado Interconnect, LLC	Texas
Wildorado Repowering Tax Equity Holdco LLC	Delaware
Wildorado Wind, LLC	Texas
Wilmarth Lane Solar 1, LLC	Delaware
Wind Family Turbine, LLC	Iowa
Wind TE Holdco LLC	Delaware
Winona Solar I LLC	Delaware
Winona Solar II LLC	Delaware
WSD Solar Holdings, LLC	Delaware
Zephyr Kawaioloa Partnership LLC	Delaware
Zephyr Oahu Partnership LLC	Delaware
Zontos Wind, LLC	Iowa

Consent of Independent Registered Public Accounting Firm

The Members
Clearway Energy LLC:

We consent to the use of our report dated February 28, 2019, with respect to the consolidated balance sheets of Clearway Energy LLC as of December 31, 2018 and 2017, and the related consolidated statements of operations, comprehensive income, members' equity, and cash flows for each of the years in the three-year period ended December 31, 2018, and the related notes (collectively, the consolidated financial statements) incorporated by reference herein on the registration statement on Form S-4 to register \$600,000,000 of 5.750% Senior Notes due 2025 and to the reference to our firm under the heading "Experts" in the prospectus.

Our report dated February 28, 2019 on the consolidated financial statements refers to a change in accounting principle, Clearway Energy LLC's adoption of Topic 606, Revenue from Contracts with Customers.

/s/ KPMG LLP

Philadelphia, PA
August 6, 2019

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)

Delaware Trust Company

(Exact name of trustee as specified in its charter)

Delaware
(Jurisdiction of incorporation or organization if
not a U.S. national bank)

51-0011500
(I.R.S. Employer
Identification No.)

251 Little Falls Drive
Wilmington, Delaware
(Address of principal executive offices)

19808
(Zip code)

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware
(800) 927-9801
(Name, address and telephone number of agent for service)

Clearway Energy LLC Clearway Energy Operating LLC

(Exact name of obligor as specified in its charter)

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

32-0407370
30-0780012
(I.R.S. Employer
Identification No.)

300 Carnegie Center, Suite 300
Princeton, NJ 08540
(Address of principal executive offices)

08540
(Zip code)

5.750% Senior Notes due 2025
(Title of the indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Office of the State Banking Commissioner
State of Delaware
555 East Loockerman Street
Dover, DE 19901

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

Items 3-14.

No responses are included for Items 3—14 because the obligor is not in default as provided under Item 13.

Item 15. Foreign Trustee.

Not applicable.

Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

- | | |
|------------|--|
| Exhibit 1. | A copy of the Articles of Association of the trustee now in effect as contained in the Certificate of Incorporation. * |
| Exhibit 2. | A copy of the Certificate of Incorporation. * |
| Exhibit 3. | See Exhibit 2. |
| Exhibit 4. | A copy of by-laws of the trustee as now in effect. * |
| Exhibit 5. | Not applicable. |
| Exhibit 6. | The consent of the trustee required by Section 321(b) of the Act. |
| Exhibit 7. | A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority. |
| Exhibit 8. | Not applicable. |
| Exhibit 9. | Not applicable. |

* Incorporated by reference to Exhibit 25.01 to the registration statement on S-4, Registration Number 333-227503 filed on September 24, 2018.

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Delaware Trust Company, a non-depository trust company and corporation duly organized and existing under the laws of Delaware, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Wilmington and State of Delaware on the 6th day of August 2019.

DELAWARE TRUST COMPANY

/s/ Benjamin Hancock

Name: Benjamin Hancock

Title: Assistant Vice President

August 6, 2019

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

DELAWARE TRUST COMPANY

/s/ Benjamin Hancock

Name: Benjamin Hancock

Title: Assistant Vice President

EXHIBIT 7

Report of Condition of

Delaware Trust Company
of 251 Little Falls Drive, Wilmington, Delaware 19808
at the close of business June 30, 2019, filed in accordance with 5 Del. Laws, c.9, §904

Dollar Amounts
In Thousands

ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	
Interest-bearing balances	1,707
Securities:	
Held-to-maturity securities	
Available-for-sale securities	
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	
Securities purchased under agreements to resell	
Loans and lease financing receivables:	
Loans and leases held for sale	
Loans and leases, net of unearned income	
LESS: Allowance for loan and lease losses	
Loans and leases, net of unearned income and allowance	0
Trading Assets	
Premises and fixed assets (including capitalized leases)	38
Other real estate owned	
Investments in unconsolidated subsidiaries and associated companies	
Direct and indirect investments in real estate ventures	
Intangible assets	
Goodwill	
Other intangible assets	1,426
Other assets	108,868
Total assets	112,039

Dollar Amounts
In Thousands

LIABILITIES	
Deposits:	
In domestic offices	
Noninterest-bearing	
Interest-bearing	
In foreign offices, Edge and Agreement subsidiaries, and IBFs	
Noninterest-bearing	
Interest-bearing	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	
Securities sold under agreements to repurchase	
Trading liabilities	
Other borrowed money	
(includes mortgage indebtedness and obligations under capitalized leases)	
Subordinated notes and debentures	
Other liabilities	2,606
Total liabilities	2,606
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	
Common stock	500
Surplus (exclude all surplus related to preferred stock)	105,501
Retained earnings	3,432
Accumulated other comprehensive income	
Other equity capital components	
Total institution equity capital	109,433
Noncontrolling (minority) interests in consolidated subsidiaries	
Total equity capital	109,433
Total liabilities, and equity capital	<u>112,039</u>



I, Thomas C. Porth, CFO of the above-named State Non-Depository Trust Company, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate State regulatory authority and is true to the best of my knowledge and belief.

/s/ Thomas C. Porth

Thomas C. Porth
CFO

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate State regulatory authority and is true and correct.

/s/ Rodman Ward

Rodman Ward

/s/ William G. Popeo

William G. Popeo

Letter of Transmittal

Offer to Exchange

5.750% Senior Notes due 2025, which have been registered under the Securities Act of 1933, as amended, for any and all outstanding 5.750% Senior Notes due 2025 144A Notes (CUSIP 18539U AA3 and ISIN US18539UAA34) Regulation S Notes (CUSIP U1851T AA9 and ISIN USU1851TAA98)

of

CLEARWAY ENERGY OPERATING LLC

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON _____, 2019 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY CLEARWAY ENERGY OPERATING LLC IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

DELAWARE TRUST COMPANY, EXCHANGE AGENT

By Registered or Certified Mail or

Overnight Carrier:

Delaware Trust Company

251 Little Falls Drive

Wilmington, DE 19808

Attention: Trust Administration

Facsimile Transmission:

(for eligible institutions only)

(302) 636-8666

Confirm by Telephone:

(877) 374-6010

By Hand Delivery:

Delaware Trust Company

251 Little Falls Drive

Wilmington, DE 19808

Attention: Trust Administration

Delivery of this Letter of Transmittal to an address other than as set forth above or transmission of this Letter of Transmittal via a facsimile transmission will not constitute a valid delivery.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL, INCLUDING THE INSTRUCTIONS TO THIS LETTER, CAREFULLY BEFORE CHECKING ANY BOX BELOW.

Capitalized terms used in this Letter of Transmittal and not defined herein shall have the respective meanings ascribed to them in the Prospectus (as defined herein).

List in Box 1 below the Old Notes of which you are the holder. If the space provided in Box 1 is inadequate, list the principal amount at maturity of Old Notes on a separate signed schedule and affix that schedule to this Letter of Transmittal.

**BOX 1
DESCRIPTION OF OLD NOTES**

Names and Address(es) of Registered Holder(s) (Please Fill In)	Certificate Number(s)*	Aggregate Principal Amount Represented**	Principal Amount Tendered**
Total principal amount of Old Notes			

* need not be completed by holders delivering by book-entry transfer (see below)

** Old Notes may be tendered in whole or in part in minimum denomination of \$2,000 and integral multiples of \$1,000 in excess thereof. All Old Notes held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4.

Check here if tendered Old Notes are being delivered by book-entry transfer made to the account maintained by the Exchange Agent with The Depository Trust Company (“DTC”) and complete the following:

Name of Tendering Institution: _____

Account Number with DTC: _____

Transaction Code Number: _____

By crediting the Old Notes to the Exchange Agent’s (as defined herein) Account at DTC in accordance with DTC’s Automated Tender Offer Program (“ATOP”) and by complying with applicable ATOP procedures with respect to the Exchange Offer (as defined herein), including transmitting an agent’s message to the Exchange Agent in which the holder of the Old Notes acknowledges receipt of this Letter of Transmittal and agrees to be bound by the terms of this Letter of Transmittal, the participant in DTC confirms on behalf of itself and the beneficial owners of such Old Notes all provisions of this Letter of Transmittal applicable to it and such beneficial owners as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent.

The undersigned acknowledges receipt of (i) the Prospectus, dated _____, 2019 (the “Prospectus”) of Clearway Energy Operating LLC (the “Issuer”) and Clearway Energy LLC, the parent company of the Issuer, and the subsidiaries of the Issuer, in each case, named as additional registrants in the registration statement in which the Prospectus is included (together, the “Guarantors”) and (ii) this Letter of Transmittal, which may be amended from time to time, which together constitute the offer of the Issuer and the Guarantors (the “Exchange Offer”) to exchange up to \$600,000,000 aggregate principal amount of 5.750% Senior Notes due 2025 (together with the guarantees thereof, the “Exchange Notes”), which have been registered under the Securities Act of 1933, as amended (the “Securities Act”), for a like principal amount of outstanding 5.750% Senior Notes due 2025 (together with the guarantees thereof, the “Old Notes”), of the Issuer. The Old Notes were issued and sold in a transaction exempt from registration under the Securities Act.

The undersigned has completed, executed and delivered this Letter of Transmittal to indicate the action he or she desires to take with respect to the Exchange Offer.

A beneficial owner whose Old Notes are held by a broker, dealer, commercial bank, trust company or other nominee and who desires to tender such Old Notes in this Exchange Offer need not complete this Letter of Transmittal and must contact its nominee and instruct the nominee to tender its Old Notes on its behalf.

A participant through DTC who wishes to participate in the Exchange Offer must either (1) complete, sign, and mail or transmit this Letter of Transmittal to Delaware Trust Company (the “Exchange Agent”) or (2) electronically submit its acceptance through DTC’s ATOP system, in either case, prior to the Expiration Date.

This Letter of Transmittal need not be completed by a DTC participant tendering through ATOP. A transmission of an acceptance to DTC through ATOP shall constitute your agreement to be bound by this Letter of Transmittal and your acceptance that we may enforce such agreement against you.

By crediting the Old Notes to the Exchange Agent's Account at DTC in accordance with ATOP and by complying with applicable ATOP procedures with respect to the Exchange Offer, including transmitting an agent's message to the Exchange Agent in which the holder of the Old Notes acknowledges receipt of this Letter of Transmittal and agrees to be bound by the terms of this Letter of Transmittal, the DTC Participant confirms on behalf of itself and the beneficial owners of such Old Notes all provisions of this Letter of Transmittal applicable to it and such beneficial owners as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent.

Such holders who wish to tender through DTC's ATOP procedures should allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on or before the Expiration Date.

Tenders of Old Notes may be withdrawn at any time prior to the Expiration Date. For a withdrawal of Old Notes to be effective, the Exchange Agent must receive a written or facsimile transmission containing a notice of withdrawal prior to the Expiration Date, or a properly transmitted "Request Message" through ATOP.

Beneficial owners of Old Notes who are not direct participants in DTC must contact their broker, bank or other nominee or custodian to arrange for their direct participation in DTC or to submit an instruction to DTC on their behalf in accordance with its requirements. The beneficial owners of Old Notes that are held in the name of a broker, bank or other nominee or custodian should contact such entity sufficiently in advance of the Expiration Date if they wish to tender their Old Notes and ensure that the Old Notes in DTC are blocked in accordance with the requirements and deadlines of DTC. Such beneficial owners of the Old Notes should not submit such instructions directly to DTC, us or the Exchange Agent.

The Instructions included with this Letter of Transmittal must be followed in their entirety. Questions and requests for assistance or for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Exchange Agent, at the address listed above.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned tenders to the Issuer and the Guarantors the principal amount of Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of the Old Notes tendered with this Letter of Transmittal, the undersigned exchanges, assigns and transfers to, or upon the order of, the Issuer and the Guarantors, all right, title and interest in and to the Old Notes tendered.

The undersigned constitutes and appoints the Exchange Agent as his or her agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as the agent of the Issuer and the Guarantors) with respect to the tendered Old Notes, with full power of substitution, to: (a) deliver Old Notes and all accompanying evidence of transfer and authenticity to or upon the order of the Issuer upon receipt by the Exchange Agent, as the undersigned's agent, of the Exchange Notes to which the undersigned is entitled upon the acceptance by the Issuer and the Guarantors of the Old Notes tendered under the Exchange Offer and (b) receive all benefits and otherwise exercise all rights of beneficial ownership of the Old Notes, all in accordance with the terms of the Exchange Offer. The power of attorney granted in this paragraph shall be deemed irrevocable and coupled with an interest.

The undersigned hereby represents and warrants that he or she has full power and authority to tender, exchange, assign and transfer the Old Notes tendered hereby and to acquire Exchange Notes issuable upon exchange of the tendered Old Notes, and that, when the tendered Old Notes are accepted for exchange, the Issuer and the Guarantors will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the exchange, assignment and transfer of the Old Notes tendered.

The undersigned agrees that acceptance of any tendered Old Notes by the Issuer and the Guarantors and the issuance of Exchange Notes in exchange therefore shall constitute performance in full by the Issuer and Guarantors of their respective obligations under the registration rights agreement that the Issuer and Guarantors entered into with the initial purchasers of the Old Notes (the "Registration Rights Agreement") and that, upon the issuance of the Exchange Notes, the Issuer and Guarantors will have no further obligations or liabilities under the Registration Rights Agreement (except in certain limited circumstances). By tendering Old Notes, the undersigned represents and certifies for the benefit of the Issuer that:

- the undersigned or any other person acquiring the Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer, is acquiring such Exchange Notes in the ordinary course of business;
- neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is engaging in or intends to engage in (or has any arrangement or understanding with any person to participate in) a distribution of the Exchange Notes within the meaning of the federal securities laws;
- neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned is an "affiliate," as defined under Rule 405 of the Securities Act, of the Issuer;
- neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is a broker-dealer tendering Old Notes directly acquired from the Issuer for its own account; and
- the undersigned is not acting on behalf of any person or entity that could not truthfully make the foregoing representations.

The undersigned represents, certifies and acknowledges, for the benefit of the Issuer, that, if it is a broker-dealer that will receive Exchange Notes for its own account in exchange for Old Notes: (1) the Old Notes to be exchanged for Exchange Notes were acquired by it as a result of market-making or other trading activities, (2) it has not entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the Exchange Notes and (3) it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Any holder who tenders in the Exchange Offer with the intention of participating in any manner in a distribution of the Exchange Notes, who is an affiliate of ours or who is a broker or dealer who acquired Old Notes directly from the Issuer

cannot rely on the position of the Staff of the Securities and Exchange Commission set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters; and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

The undersigned understands that the Issuer and the Guarantors may accept the undersigned's tender by delivering oral (promptly confirmed in writing) or written notice of acceptance to the Exchange Agent following expiration of the Exchange Offer, at which time the undersigned's right to withdraw such tender will terminate.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall survive the death or incapacity of the undersigned, and every obligation of the undersigned under this Letter of Transmittal shall be binding upon the undersigned's heirs, legal representatives, successors, assigns, executors and administrators of the undersigned. Tenders may be withdrawn only in accordance with the procedures set forth in the Instructions included with this Letter of Transmittal.

Unless otherwise indicated under "Special Delivery Instructions" below, the Exchange Agent will deliver Exchange Notes (and, if applicable, any Old Notes not tendered or properly withdrawn) to the undersigned's account indicated below by book-entry transfer.

**Use of Guaranteed Delivery
(See Instruction 1)**

To be completed only if tendered Old Notes are being delivered pursuant to a notice of guaranteed delivery previously sent to the Exchange Agent. Complete the following (please enclose a photocopy of such notice of guaranteed delivery):

Name of Registered Holder(s): _____

Window Ticket Number (if any): _____

Date of Execution of the Notice of Guaranteed Delivery: _____

Name of Eligible Institution that Guaranteed Delivery: _____

Name of Registered Holder(s): _____

If Delivered By Book-Entry Transfer, Complete The Following:

Name of Tendering Institution: _____

Account Number at DTC: _____

Transaction Code Number: _____

Broker-Dealer Status

o Check here if you are a broker-dealer that acquired your tendered Old Notes for your own account as a result of market-making or other trading activities and wish to receive 10 additional copies of the Prospectus and any amendments or supplements thereto.

Name: _____

Address: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW

BOX 2
PLEASE SIGN HERE

This Letter of Transmittal must be signed by the registered holder(s) of Old Notes exactly as their name(s) appear(s) on certificate(s) for Old Notes, if any, or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Exchange Agent of such person's authority to so act. See Instruction 3 below.

If the signature appearing below is not of the registered holder(s) of the Old Notes, then the registered holder(s) must sign a valid power of attorney.

X
X

Signature(s) of Holder(s) or Authorized Signatory

Dated: _____
Name(s): _____
Capacity: _____
Address: _____

Including Zip Code

Area Code and Telephone Number _____

Please Complete Substitute Form W-9 Herein
SIGNATURE GUARANTEE (If required—see Instruction 3)
Certain Signatures Must be Guaranteed by a Signature Guarantor

(Name of Signature Guarantor Guaranteeing Signatures)

(Address (including zip code) and Telephone Number (including area code) of Firm)

(Authorized Signature)

(Printed Name)

(Title)

Dated _____

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3, 4 and 5)

To be completed ONLY if certificates for Old Notes in a principal amount not tendered are to be issued in the name of, or Exchange Notes issued pursuant to the Exchange Offer are to be issued in the name of, someone other than the person or persons whose name(s) appear(s) within this Letter of Transmittal or issued to an address different from that shown in the box entitled "Description of Old Notes" within this Letter of Transmittal.

Issue: Exchange Notes Old Notes
(Complete as applicable)

Name _____
(Please Print)

Address _____
(Please Print)

(Zip Code)

Tax Identification or Social Security Number
(See Substitute Form W-9 Herein)

Credit Old Notes not tendered by this Letter of Transmittal, by book-entry transfer to:

The Depository Trust Company

 Account Number

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for Old Notes in a principal amount not tendered or Exchange Notes are to be sent to someone other than the person or persons whose name(s) appear(s) within this Letter of Transmittal in the box entitled "Description of Old Notes" within this Letter of Transmittal.

Deliver: Exchange Notes Old Notes
(Complete as applicable)

Name _____
(Please Print)

Address _____
(Please Print)

(Zip Code)

Is this a permanent address change:

Yes No (check one box)

Credit Exchange Notes issued pursuant to the Exchange Offer by book-entry transfer to:

The Depository Trust Company

Account Number

**INSTRUCTIONS
FORMING PART OF THE TERMS AND
CONDITIONS OF THE EXCHANGE OFFER**

1. Delivery of this Letter of Transmittal.

This Letter of Transmittal is to be completed by holders of Old Notes if certificates representing such Old Notes are to be forwarded herewith, or, unless an agent's message is utilized, if delivery of such certificates is to be made by book-entry transfer to the Exchange Agent's account maintained by DTC, pursuant to the procedures set forth in the Prospectus under "Exchange Offer—Procedures for brokers and custodian banks; DTC ATOP accounts." For a holder to properly tender Old Notes pursuant to the Exchange Offer, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), together with any signature guarantees and any other documents required by these Instructions, or a properly transmitted agent's message in the case of a book entry transfer, must be received by the Exchange Agent at its address set forth herein prior to 12:00 midnight, New York City time on the Expiration Date, and either (1) certificates representing such Old Notes must be received by the Exchange Agent at its address, or (2) such Old Notes must be transferred pursuant to the procedures for book-entry transfer described in the Prospectus under "Exchange Offer—Procedures for brokers and custodian banks; DTC ATOP accounts" and a book-entry confirmation must be received by the Exchange Agent prior to 12:00 midnight, New York City time on the Expiration Date.

The method of delivery of this Letter of Transmittal, the Old Notes and all other required documents to the Exchange Agent is at the election and sole risk of the holder. Instead of delivery by mail, holders should use an overnight or hand delivery service. In all cases, holders should allow for sufficient time to ensure delivery to the Exchange Agent prior to the expiration of the Exchange Offer. Holders may request their broker, dealer, commercial bank, trust company or nominee to effect these transactions for such holder. The delivery will be deemed made when actually received by the Exchange Agent. If delivery is by mail, the use of registered mail with return receipt requested, properly insured, is suggested.

Holders that cannot deliver their book-entry confirmation and all other required documents to the Exchange Agent on or before the Expiration Date may tender their Old Notes pursuant to the guaranteed delivery procedures set forth in the Prospectus. Pursuant to such procedure: (i) tender must be made by or through a firm that is a member of a recognized signature guarantee program within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934 (an "Eligible Institution"); (ii) on or prior to the Expiration Date, the Exchange Agent must have received from the Eligible Institution a properly completed and duly executed notice of guaranteed delivery (by facsimile transmission, mail or hand delivery) (x) setting forth the name and address of the holder, the names in which the Old Notes are registered, the principal amount of Old Notes tendered, (y) stating that the tender is being made thereby and (z) guaranteeing that within three business days after the date of execution of such notice of guaranteed delivery, the book-entry confirmation will be delivered by the Eligible Institution together with this Letter of Transmittal, properly completed and duly executed, and any other required documents to the Exchange Agent; and (iii) a book-entry confirmation, as well as all other documents required by this Letter of Transmittal, must be received by the Exchange Agent within three business days after the date of execution of such notice of guaranteed delivery, all as provided in the Prospectus under the caption "Exchange Offer—Guaranteed delivery procedures."

All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered Old Notes will be determined by the Issuer, whose determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders that are not in proper form or the acceptances for exchange of which may, in the opinion of counsel to the Issuer, be unlawful. The Issuer also reserves the right to waive any of the conditions of the Exchange Offer or any defects or irregularities in tenders of any particular holder of Old Notes whether or not similar defects or irregularities are waived in the cases of other holders of Old Notes. All tendering holders, by execution of this Letter of Transmittal, waive any right to receive notice of acceptance of their Old Notes.

None of the Issuer, the Guarantors, the Exchange Agent or any other person shall be obligated to give notice of defects or irregularities in any tender, nor shall any of them incur any liability for failure to give any such notice.

2. Partial Tenders; Withdrawals.

If less than the entire principal amount of any Old Note evidenced by a book-entry confirmation is tendered, the tendering holder must fill in the principal amount tendered in the fourth column of Box 1 above. All of the Old Notes represented by a book-entry confirmation delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

If not yet accepted, a tender pursuant to the Exchange Offer may be withdrawn at any time prior to 12:00 midnight, New York City time, on the Expiration Date. To be effective with respect to the tender of Old Notes, a written or facsimile transmission notice of withdrawal must: (i) be received by the Exchange Agent at its address set forth above before 12:00 midnight, New York City time, on the Expiration Date; (ii) specify the person named in the applicable Letter of Transmittal as having tendered Old Notes to be withdrawn; (iii) specify the principal amount of Old Notes to be withdrawn, which must be an authorized denomination; (iv) state that the holder is withdrawing its election to have those Old Notes exchanged; (v) state the name of the registered holder of those Old Notes; and (vi) be signed by the holder in the same manner as the signature on the applicable Letter of Transmittal, including any required signature guarantees, or be accompanied by evidence satisfactory to the Issuer that the person withdrawing the tender has succeeded to the beneficial ownership of the Old Notes being withdrawn.

3. Signatures on this Letter of Transmittal; Assignments; Guarantee of Signatures.

If this Letter of Transmittal is signed by the holder(s) of Old Notes tendered hereby, the signature must correspond with the name(s) of the holder(s) of the Old Notes.

If any of the Old Notes tendered hereby are owned by two or more joint owners, all owners must sign this Letter of Transmittal.

If this Letter of Transmittal is signed by the holder of record and (i) the entire principal amount of the holder's Old Notes are tendered; and/or (ii) untendered Old Notes, if any, are to be issued to the holder of record, then the holder of record need not endorse any certificates for tendered Old Notes, if any, nor provide a separate bond power. In any other case, the holder of record must transmit a separate bond power with this Letter of Transmittal.

If this Letter of Transmittal or any assignment is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and proper evidence satisfactory to the Issuer of its authority to so act must be submitted, unless waived by the Issuer.

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution, unless Old Notes are tendered: (i) by a holder who has not completed the Box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Institution. In the event that the signatures in this Letter of Transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantees must be by an Eligible Institution which is a member of the Securities Transfer Agents Medallion Program (STAMP), the New York Stock Exchange Medallion Signature Program (MSP) or the Stock Exchanges Medallion Program (SEMP). If Old Notes are registered in the name of a person other than the signer of this Letter of Transmittal, the Old Notes surrendered for exchange must be endorsed by, or be accompanied by, a written instrument or instruments of transfer or exchange, in satisfactory form as determined by the Issuer, in its sole discretion, duly executed by the registered holder with the signature thereon guaranteed by an Eligible Institution.

4. Special Issuance and Delivery Instructions.

Tendering holders should indicate, in Box 3 or 4, as applicable, the name and account to which the Exchange Notes or Old Notes not exchanged are to be issued, if different from the name and account of the person signing this Letter of Transmittal. In the case of issuance in a different name, the tax identification number of the person named must also be indicated. Holders tendering Old Notes by book-entry transfer may request that Old Notes not exchanged be credited to such account maintained at the Book-Entry Transfer Facility as such holder may designate.

5. Taxpayer Identification Number and Substitute Form W-9.

Each tendering holder is required to provide the Exchange Agent with its correct taxpayer identification number, which, in the case of a holder who is an individual, is his or her social security number. If the Exchange Agent is not provided with the correct taxpayer identification number, the holder may be subject to backup withholding and a U.S. \$50 penalty imposed by the Internal Revenue Service. If withholding results in an over-payment of taxes, a refund may be obtained. Certain holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

To prevent backup withholding, each holder tendering Old Notes must provide such holder's correct taxpayer identification number by completing the Substitute Form W-9, certifying that the taxpayer identification number provided is correct (or that such holder is awaiting a taxpayer identification number), and that (i) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of failure to report all interest or dividends or (ii) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding. If the Old Notes are registered in more than one name or are not in the name of the actual owner, consult the "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for information on which tax payer identification number to report.

The Issuer reserves the right in its sole discretion to take whatever steps are necessary to comply with its obligation regarding backup withholding.

6. Transfer Taxes.

The Issuer and/or the Guarantors will pay all transfer taxes, if any, applicable to the transfer of Old Notes to them or their order pursuant to the Exchange Offer. If, however, the Exchange Notes or Old Notes not exchanged are to be delivered to, or are to be issued in the name of, any person other than the record holder, or if a transfer tax is imposed for any reason other than the transfer of Old Notes to the Issuer and the Guarantors or their order pursuant to the Exchange Offer, then the amount of such transfer taxes (whether imposed on the record holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of taxes or exemption from taxes is not submitted with this Letter of Transmittal, the amount of transfer taxes will be billed directly to the tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the certificates, if any, listed in this Letter of Transmittal.

7. Waiver of Conditions.

The Issuer reserves the absolute right to amend or waive any of the specified conditions in the Exchange Offer in the case of any Old Notes tendered.

8. Requests for Assistance or Additional Copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus or this Letter of Transmittal, may be directed to the Exchange Agent.

IMPORTANT: This Letter of Transmittal (together with a book-entry confirmation and all other required documents) must be received by the Exchange Agent on or before the Expiration Date of the Exchange Offer (as described in the Prospectus).

PAYER'S NAME: Delaware Trust Company

**Part 1—PLEASE PROVIDE
YOUR TIN IN THE BOX AT
RIGHT AND CERTIFY OR BY SIGNING
AND DATING BELOW**

**Social Security Number(s) OR Employer
Identification Number(s)**

**SUBSTITUTE
FORM W-9
Department of the Treasury
Internal Revenue Service**

Part 2—Certification—Under Penalties of Perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Payer's Request for Taxpayer

Certification Instructions—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you are subject to backup withholding you receive another notification from the IRS stating that you are no longer subject to backup withholding, do not cross out item (2).

Signature _____
Name _____
(please print)

Date _____

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 28% of all reportable cash payments made to me thereafter will be withheld until I provide a taxpayer identification number to the payer and that, if I do not provide my taxpayer identification number within sixty days, such retained amounts shall be remitted to the IRS as backup withholding.

Signature _____
Name _____

Date _____

(please print)

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM W-9 MAY RESULT IN BACKUP WITHHOLDING AND A \$50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER FOR THE PAYEE (YOU) TO GIVE THE PAYER—

Social security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employee identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer. All “Section” references are to the Internal Revenue Code of 1986, as amended. “IRS” is the Internal Revenue Service.

SECURITY FOR THIS TYPE OF ACCOUNT	GIVE THE SOCIAL NUMBER OF	EMPLOYER FOR THIS TYPE OF ACCOUNT	GIVE THE IDENTIFICATION NUMBER OF
1. Individual	The individual	6. Sole proprietorship	The owner(1)
2. Two or more individuals (joint account)	The actual owner of the combined account or, if individual funds, the first on the account(1)	7. A valid trust, estate or pension trust	The legal entity(4)
3. Custodian account of a minor (Uniform Gift of Minors Act)	The minor(2)	8. Corporate	The corporation
4. a. The usual revocable savings trust account trustee(1)	The grantor (grantor is also trustee)	9. Association, club, religious, charitable, educational, or other tax-exempt organization account	The organization
b. So called trust account that is not a legal owner(1)	The actual or valid trust under state law	10. Partnership	The partnership
5. Sole proprietorship	The owner(1)	11. A broker or registered nominee	The broker of nominee
		12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person’s number must be furnished.
- (2) Circle the minor’s name and furnish the minor’s social security number.
- (3) You must show your individual name, but you may also enter your business or “doing business as” name. You may use either your social security number or your employer identification number (if you have one).
- (4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: IF NO NAME IS CIRCLED WHEN THERE IS MORE THAN ONE NAME, THE NUMBER WILL BE CONSIDERED TO BE THAT OF THE FIRST NAME LISTED.

Obtaining a Number

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Card, at the local Social Administration office, or Form SS-4, Application for Employer Identification Number, by calling 1 (800) TAX-FORM, and apply for a number.

Payees Exempt From Backup Withholding

Payees specifically exempted from withholding include:

- An organization exempt from tax under Section 501(a), an individual retirement account (IRA), or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(0)(2).
- The United States or a state thereof, the District of Columbia, a possession of the United States, or a political subdivision or wholly-owned agency or instrumentality of any one or more of the foregoing.
- An international organization or any agency or instrumentality thereof.
- A foreign government and any political subdivision, agency or instrumentality thereof.

Payees that may be exempt from backup withholding include:

- A corporation.
- A financial institution.
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- A real estate investment trust.
- A common trust fund operated by a bank under Section 584(a).
- An entity registered at all times during the tax year under the Investment Company Act of 1940.
- A middleman known in the investment community as a nominee or who is listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A foreign central bank of issue.

Payments of dividends and patronage dividends generally exempt from backup withholding include:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) payments made by an ESOP.

Payments of interest generally exempt from backup withholding include:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under Section 852).
- Payments described in Section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under Section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid to you.

Certain payments, other than payments of interest, dividends, and patronage dividends that are exempt from information reporting are also exempt from backup withholding. For details, see the regulations under sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N.

EXEMPT PAYEES DESCRIBED ABOVE MUST FILE FORM W-9 OR A SUBSTITUTE FORM W-9 TO AVOID POSSIBLE ERRONEOUS BACKUP WITHHOLDING. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" IN PART II OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE OF INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

PRIVACY ACT NOTICE—Section 6109 requires you to provide your correct taxpayer identification number to payers, who must report the payments to the IRS. The IRS uses the number for identification purposes and may also provide this information to various government agencies for tax enforcement or litigation purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold up to 28% of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number to payer. Certain penalties may also apply.

Penalties

- 1. FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER**—If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- 2. CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.
- 3. CRIMINAL PENALTY FOR FALSIFYING INFORMATION**—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Notice of Guaranteed Delivery

Offer to Exchange

5.750% Senior Notes due 2025, which have been registered under the Securities Act of 1933, as amended, for any and all outstanding 5.750% Senior Notes due 2025 144A Notes (CUSIP 18539U AA3 and ISIN US18539UAA34) Regulation S Notes (CUSIP U1851T AA9 and ISIN USU1851TAA98)

of

Clearway Energy Operating LLC

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON _____, 2019 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY CLEARWAY ENERGY OPERATING LLC IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

DELAWARE TRUST COMPANY, EXCHANGE AGENT

By Registered or Certified Mail or Overnight Carrier:
Delaware Trust Company
251 Little Falls Drive
Wilmington, DE 19808
Attention: Trust Administration

Facsimile Transmission:
(for eligible institutions only)
(302) 636-8666

Confirm by Telephone:
(877) 374-6010

By Hand Delivery:
Delaware Trust Company
251 Little Falls Drive
Wilmington, DE 19808
Attention: Trust Administration

For any questions regarding this Notice of Guaranteed Delivery or for any additional information, you may contact the Exchange Agent by telephone at (877) 374-6010.

Delivery of this Notice of Guaranteed Delivery to an address other than as set forth above or transmission of this Notice of Guaranteed Delivery via a facsimile transmission to a number other than as set forth above will not constitute a valid delivery.

Registered holders of outstanding 5.750% Senior Notes due 2025 (together with the guarantees thereof, the “Old Notes”) who wish to tender their Old Notes in exchange for a like principal amount of 5.750% Senior Notes due 2025 (together with the guarantees thereof, the “Exchange Notes”), which have been registered under the Securities Act of 1933, as amended, may use this Notice of Guaranteed Delivery or one substantially equivalent hereto to tender Old Notes pursuant to the Exchange Offer (as defined below) if: (1) their Old Notes are not immediately available or (2) they cannot deliver their Old Notes (or a confirmation of book-entry transfer of Old Notes into the applicable account of the Exchange Agent at The Depository Trust Company), the Letter of Transmittal or any other documents required by the Letter of Transmittal to the Exchange Agent prior to the Expiration Date or (3) they cannot complete the procedure for book-entry transfer on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand or sent by facsimile transmission or mail to the Exchange Agent. See “Exchange Offer—Guaranteed delivery procedures” in the prospectus dated _____, 2019 (the “Prospectus”), which together with the related Letter of Transmittal constitutes the “Exchange Offer” of Clearway Energy Operating LLC.

Ladies and Gentlemen:

The undersigned hereby tenders the principal amount of Old Notes indicated below pursuant to the guaranteed delivery procedures set forth in the Prospectus and the Letter of Transmittal, upon the terms and subject to the conditions contained in the Prospectus and the Letter of Transmittal, receipt of which is hereby acknowledged.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

The undersigned hereby tenders the Old Notes listed below:

Certificate Number(s) (If Known) of Old Notes or if Old Notes will be Delivered by Book-Entry Transfer at The Depository Trust Company, Insert Account No.	Aggregate Principal Amount Represented	Aggregate Principal Amount Tendered*

* Must be in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

PLEASE SIGN AND COMPLETE

Signature(s) of Registered Holder(s)
or Authorized Signatory: _____

Name(s) of Registered Holder(s): _____

Date: _____

Address: _____

Area Code and Telephone No.: _____

This Notice of Guaranteed Delivery must be signed by the registered holder(s) exactly as their name(s) appear(s) on certificate(s) for notes or on a security position listing as the owner of notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information:

Please print name(s) and address(es):

Name(s): _____

Capacity: _____

Address(es): _____

DO NOT SEND NOTES WITH THIS FORM. NOTES SHOULD BE SENT TO THE EXCHANGE AGENT TOGETHER WITH A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL OR PROPERLY TRANSMITTED AGENT'S MESSAGE.

THE GUARANTEE BELOW MUST BE COMPLETED

GUARANTEE

(Not To Be Used for Signature Guarantee)

The undersigned, an "eligible guarantor institution" within the meaning of Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended, hereby guarantees that the notes to be tendered hereby are in proper form for transfer (pursuant to the procedures set forth in the prospectus under "Exchange Offer—Guaranteed delivery procedures"), and that the Exchange Agent will receive (a) such notes, or a book-entry confirmation of the transfer of such notes into the applicable exchange agent's account at The Depository Trust Company, and (b) a properly completed and duly executed letter of transmittal (or facsimile thereof) with any required signature guarantees and any other documents required by the letter of transmittal, or a properly transmitted agent's message, within three New York Stock Exchange, Inc. trading days after the date of execution hereof.

The eligible guarantor institution that completes this form must communicate the guarantee to the Exchange Agent and must deliver the Letter of Transmittal, or a properly transmitted agent's message, and notes, or a book-entry confirmation in the case of a book-entry transfer, to the Exchange Agent within the time period described above. Failure to do so could result in a financial loss to such eligible guarantor institution.

Name of Firm: _____

Authorized Signature: _____

Title: _____

Address: _____

(Zip
Code)

Area Code and Telephone Number: _____

Dated: _____

, 2019

Offer to Exchange

**5.750% Senior Notes due 2025, which have been registered under the Securities Act of 1933, as amended,
for any and all outstanding 5.750% Senior Notes due 2025
144A Notes (CUSIP 18539U AA3 and ISIN US18539UAA34)
Regulation S Notes (CUSIP U1851T AA9 and ISIN USU1851TAA98)**

of

CLEARWAY ENERGY OPERATING LLC

**THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON , 2019
(THE “EXPIRATION DATE”), UNLESS EXTENDED BY CLEARWAY ENERGY OPERATING LLC IN ITS SOLE DISCRETION.**

To Brokers, Dealers, DTC Participants, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed for your consideration is a prospectus, dated , 2019, of Clearway Energy Operating LLC, a Delaware limited liability company (the “Issuer”), and a related Letter of Transmittal, that together constitute the Issuer’s offer to exchange (the “Exchange Offer”) up to \$600,000,000 of 5.750% Senior Notes due 2025 (together with the guarantees thereof, the “Exchange Notes”), which have been registered under the Securities Act of 1933, as amended, of the Issuer, for a like aggregate principal amount of outstanding 5.750% Senior Notes due 2025 (together with the guarantees thereof, the “Old Notes”), of the Issuer.

We are asking you to contact your clients for whom you hold Old Notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold Old Notes registered in their own names.

Enclosed herewith are copies of the following documents for forwarding to your clients:

1. the prospectus, dated , 2019;
2. a form of letter of transmittal for your use and for the information of your clients, together with Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 providing information relating to backup U.S. federal income tax withholding;
3. a form of notice of guaranteed delivery to be used to accept the Exchange Offer if certificates and all other required documents are not immediately available or if time will not permit all required documents to reach the Exchange Agent on or prior to the Expiration Date or if the procedure for book-entry transfer (including a properly transmitted agent’s message) cannot be completed on a timely basis; and
4. instructions to a registered holder from the beneficial owner for obtaining your clients’ instructions with regard to the Exchange Offer.

WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE IN ORDER TO OBTAIN THEIR INSTRUCTIONS.

The Issuer will not pay any fees or commissions to any broker, dealer or other person (other than the Exchange Agent as described in the prospectus) in connection with the solicitation of tenders of Old Notes pursuant to the Exchange Offer.

Please refer to “Exchange Offer—Procedures for brokers and custodian banks; DTC ATOP accounts” and “Exchange Offer—Guaranteed delivery procedures” in the prospectus for a description of the procedures which must be followed to tender Old Notes in the Exchange Offer.

Any inquiries you may have with respect to the Exchange Offer may be directed to the Exchange Agent at (877) 374-6010 or at the address set forth on the cover of the Letter of Transmittal. Additional copies of the enclosed material may be obtained from the Exchange Agent.

Very truly yours,

/s/ Clearway Energy Operating LLC

Clearway Energy Operating LLC

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON, THE AGENT OF THE ISSUER OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE EXCHANGE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HERewith AND THE STATEMENTS CONTAINED THEREIN.

**Instructions to Registered Holder and/or
DTC Participant
from Beneficial Owner
of**

Clearway Energy Operating LLC

**5.750% Senior Notes due 2025
144A Notes (CUSIP 18539U AA3 and ISIN US18539UAA34)
Regulation S Notes (CUSIP U1851T AA9 and ISIN USU1851TAA98)**

To Registered Holders and/or Participants of The Depository Trust Company:

The undersigned hereby acknowledges receipt of the prospectus, dated _____, 2019, of Clearway Energy Operating LLC (the "Issuer") and accompanying Letter of Transmittal, that together constitute the Issuer's offer to exchange (the "Exchange Offer") up to \$600,000,000 aggregate principal amount of 5.750% Senior Notes due 2025 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like aggregate principal amount of 5.750% Senior Notes due 2025 (together with the guarantees thereof, the "Old Notes"), of the Issuer.

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Old Notes held by you for the account of the undersigned.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is:

U.S. \$ _____ of Old Notes

With respect to the Exchange Offer, the undersigned hereby instructs you **(check appropriate box)**:

- TO TENDER ALL of the Old Notes held by you for the account of the undersigned.
- TO TENDER the following Old Notes held by you for the account of the undersigned **(insert principal amount of Old Notes to be tendered (if any))**:

U.S. \$ _____ of Old Notes

- NOT TO TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender Old Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations, that (1) the Exchange Notes acquired pursuant to the Exchange Offer are being acquired in the ordinary course of business of the undersigned, (2) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is engaging in or intends to engage in a distribution of such Exchange Notes, (3) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer has an arrangement or understanding with any person to participate in the distribution of such Exchange Notes, (4) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is an "affiliate" of the Issuer within the meaning of Rule 405 under the Securities Act, and (5) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is acting on behalf of any person who could not truthfully make the foregoing representations. If any holder or any other person, including the undersigned, is an "affiliate," as defined under Rule 405 of the Securities Act, of the Issuer, or is engaged in or intends to engage in or has an arrangement or understanding with any person to participate in a distribution of the notes to be acquired in the Exchange Offer, the holder or any other person, including the undersigned: (i) may not rely on applicable interpretations of the Staff of the Securities and Exchange Commission; and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. The undersigned represents, certifies and acknowledges, for the benefit of the Issuer, that, if it or any other person

acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is a broker-dealer that will receive Exchange Notes for its own account in exchange for Old Notes: (i) the Old Notes to be exchanged for Exchange Notes were acquired as a result of market-making or other trading activities, (ii) neither it nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer has entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the Exchange Notes and (iii) it or any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned acknowledges that if an executed copy of this Letter of Transmittal is returned, the entire principal amount of Old Notes held for the undersigned's account will be tendered unless otherwise specified above.

The undersigned hereby represents and warrants that the undersigned (1) owns such Old Notes tendered and is entitled to tender such Old Notes, and (2) has full power and authority to tender, sell, exchange, assign and transfer such tendered Old Notes and to acquire Exchange Notes issuable upon the exchange of such tendered Old Notes, and that, when the same are accepted for exchange, the Issuer will acquire good and marketable title to the tendered Old Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right or restriction of any kind.

SIGN HERE

Name of beneficial owner(s) (please print): _____

Signature(s): _____

Address: _____

Telephone Number: _____

Taxpayer Identification Number or Social Security Number: _____

Date: _____
