

**DOCKETED**

<b>Docket Number:</b>	24-OPT-04
<b>Project Title:</b>	Potentia-Viridi Battery Energy Storage System
<b>TN #:</b>	270088
<b>Document Title:</b>	Community Benefits Agreement with Tri-Valley Nonprofit Alliance
<b>Description:</b>	Community Benefits Agreement with Tri-Valley Nonprofit Alliance.
<b>Filer:</b>	Nicola Park
<b>Organization:</b>	Clearway Energy Group
<b>Submitter Role:</b>	Applicant
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<b>Docketed Date:</b>	5/19/2026

## **PROJECT SUPPORT AGREEMENT**

This Project Support Agreement (this “**Agreement**”), is dated as of May 13, 2026, and sets forth certain agreements by and between Levy Alameda, LLC, a Delaware limited liability company (“**Levy**”), and Tri-Valley Nonprofit Alliance, a California non-profit corporation (“**Tri-Valley Nonprofit Alliance**” or “**TVNPA**”), together Levy and TVNPA may be referred to herein as the “**Parties**,” and, individually, as a “**Party**,” as the context may require.

### **RECITALS:**

- A. Levy is currently developing the Potentia Viridi Project, a battery energy storage project, which is to be constructed in Alameda County, California;
- B. Tri-Valley Nonprofit Alliance is a 501(c)(3) tax exempt organization that operates the Tri-Valley Nonprofit Fund, which fund supports local organizations working to improve the lives of Tri-Valley area residents through grants supporting direct community services and programs;
- C. Levy desires TVNPA’s support (as defined in Section 3.2 below) for the Potentia Viridi Project in order to progress the project to completion; and,
- D. Levy wishes to make multiple individual payments to TVNPAs Nonprofit Fund, which funds will collectively constitute the “**Project Support Payments**”, and TVNPA desires to accept the Project Support Payments in furtherance of its exempt purpose in accordance with the terms and conditions contained herein.

### **WITNESSETH:**

For good and valuable consideration, the receipt, adequacy and sufficiency of which, both Parties acknowledge, the Parties agree as follows:

1. **Project Support Payments.** It is the intent of the Parties that the Project Support Payments be made and used in compliance with all applicable federal and state laws governing payments made to charitable organizations. The Parties acknowledge that they may be required by law to report information about the Project Support Payments and each Party agrees to report such information as legally required and to cooperate with the other Party to fulfill such reporting obligations.

2. **Condition Precedent.** Notwithstanding anything to the contrary contained in this Agreement, the obligation of Levy to make the Project Support Payments set forth in **Section 3**, hereinbelow, is subject to the satisfaction of the following condition precedent: the achievement of the Commercial Operation Date (“**COD**”) of the Potentia Viridi Project (the “**Condition Precedent**”), provided that the “**Initial Payment**” shall be due within ten (10) business days of COD. For purposes of the preceding sentence, the Commercial Operation Date of the Potentia Viridi Project is the date that the Potentia Viridi Project has commenced commercial operations pursuant to the definitive offtake or revenue agreement for such project. Levy’s obligation to make the Project Support Payments, as set forth herein, shall

not be effective until such time as the Condition Precedent has been met. The Parties acknowledge that the support to be provided by TVNPA as set forth in **Section 3.2**, below, is a critical element to the fulfillment of the Condition Precedent.

**3. Funding the Project Support Payments.** Levy agrees to make the Project Support Payments in the following individual payments to Tri-Valley Nonprofit Alliance, for a total amount of Four Hundred Thousand and 0/100 Dollars (\$400,000.00):

<b>Funding Milestone Schedule</b>	<b>Amount (USD\$)</b>
Initial Payment – COD	\$50,000.00
Annual Payment – 1 <sup>st</sup> Anniversary of COD	\$25,000.00
Annual Payment – 2 <sup>nd</sup> Anniversary of COD	\$25,000.00
Annual Payment – 3 <sup>rd</sup> Anniversary of COD	\$25,000.00
Annual Payment – 4 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 5 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 6 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 7 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 8 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 9 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 10 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 11 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 12 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 13 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 14 <sup>th</sup> Anniversary of COD	\$25,000.00
Annual Payment – 15 <sup>th</sup> Anniversary of COD	\$25,000.00
<b>Total Project Support Payments:</b>	<b>\$400,000.00</b>

Each individual Project Support Payment shall be paid within thirty (30) days of the applicable milestone described above. Levy grants TVNPA irrevocable ownership, right, title, and interest in the Project Support Payments, when and as paid in compliance herewith, upon and subject to the terms and conditions set forth in this Agreement and without monetary payment to Levy or any other type of remuneration. The Project Support Payments will be transferred to TVNPA free and clear of any liens, claims, restrictions, or encumbrances on or after the dates set forth above. TVNPA will determine the use of the Project Support Payments subject to Section 3.1, below.

**3.1 Conditions of Use.** TVNPA shall administer all funds through the Tri-Valley Nonprofit Fund, with the exception of half of the “Initial Payment” which can be utilized as TVNPA sees fit. TVNPA shall not use any Project Support Payments for the benefit of any owner, shareholder, officer, director, or employee of TVNPA. TVNPA shall use the Project Support Payments solely in furtherance of its exempt purpose and in full compliance with all applicable laws and regulations and shall be provided as unrestricted

funds. It is the intent of the Parties for the Project Support Payments made pursuant to this Agreement to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, as interpreted and applied by the Internal Revenue Service. For the avoidance of doubt, Levy shall have no right to direct the management, personnel, or affairs of TVNPA or the disposition of the Project Support Payments.

**3.2 Evidence of Support.** TVNPA agrees to provide a statement, letter of support, or similar evidence indicating its support for the Potentia Viridi Project through an acknowledgement of the significant community investment being made by the Potentia Viridi Project, and to provide representatives to attend regulatory hearings in respect of the Potentia Viridi Project, at the request of Levy, to the extent such attendance would not interfere, in TVNPA’s reasonable discretion, with TVNPA’s operations, to express similar statements of support. It is agreed by the Parties that TVNPA’s expression of support, whether written or otherwise, will acknowledge the community investment made by the Potentia Viridi Project and that it is beyond the ability or responsibility of TVNPA to make statements as to the technical or environmental qualifications of the Potentia Viridi Project, or to the technical or environmental suitability of the Potentia Viridi Project.

**4. Confidentiality.** The Parties agree to take all reasonable measures to keep in confidence the confidential data and information of any Party (including such Party’s Affiliates (as defined in paragraph 6 below) that the other Party may know or gain access to in relation to this Agreement expressly described at time of disclosure by the disclosing party as Confidential (hereinafter referred to as “**Confidential Information**”), and shall not disclose such Confidential Information to any third party without the prior written consent of the disclosing party. Notwithstanding the foregoing, either Party may disclose any Confidential Information, including this Agreement: (i) to any relevant local, state, and/or federal government entity for purposes of tax returns and reporting, obtaining a permit or regulatory approval, if required; or (ii) to its Affiliates and its and their respective directors, officers, members, employees, representatives, consultants, accountants, advisors, legal counsel, potential sources of debt or equity financing or agents, who have a need to know such information and who have agreed to maintain the confidentiality of such information as set forth here in (collectively, “**Representatives**”); or (iv) if such Party or its Representatives is otherwise required by law (including tax reporting or stock exchange rules) to disclose such information; or (v) if disclosing party previously has publicly made available such information (including as set forth in Section 5 below).

**5. Public Announcements.** Levy reserves the right to make public announcements and communicate with any news or other media organizations regarding this Agreement without prior consent of, or notice to, TVNPA (“**Permitted Announcements**”). Such Permitted Announcements may be made to demonstrate Levy’s commitment to provide support to the communities surrounding the Potentia Viridi Project. TVNPA shall not make any public announcements concerning this Agreement, or the transactions contemplated hereby or otherwise communicate with any news or other media organizations concerning this Agreement, unless Levy previously has made a public announcement or communication with respect thereto, without the prior written consent of Levy.

**6. Waiver and Release.** Each party, for itself and its respective present and former

parents, subsidiaries, Affiliates, officers, directors, shareholders, members, successors, and assigns hereby expressly releases, waives, and forever discharges the other party and its respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity arising out of or in connection with this Agreement whether arising out of the negligence of Levy or TVNPA or otherwise, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under applicable law. For purposes of this Agreement, an “**Affiliate**” means any legal or natural person that directly or indirectly controls, is controlled by, or is under common control with another person through one or more intermediaries or otherwise. The term “control(s)” means having the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through ownership, by contract, or otherwise.

7. **Insurance.** Each party will maintain insurance coverage sufficient to cover its activities, risks, and potential omissions in its operations in accordance with generally-accepted industry standards and as required by law. Such insurances will at a minimum include Commercial General Liability Insurance, Commercial Auto Insurance, and Workers Compensation and Employers Liability with limits at least equal to statutory minimums.

8. **Limitation of Liability.** **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE PROJECT SUPPORT PAYMENTS, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

9. **Term and Termination.** This Agreement shall remain in effect until, and shall automatically terminate at the time that the final Project Support Payment has been paid, unless terminated earlier by either Party in accordance with this Section 9. Either Party may terminate this Agreement for cause, where “Cause” means any of the following:

- (i) A material breach of this Agreement that remains uncured for a period of ten (10) business days (the “**Cure Period**”) after the non-breaching Party gives written notice to the breaching Party describing the breach in reasonable detail (the “**Notice of Breach**”); or,
- (ii) Actions or publicly alleged actions of a Party that materially damages or could reasonably be expected to materially damage the other Party’s reputation or goodwill or its ability to carry on its operations. By way of illustration and not limitation, such actions may include (a) a Party (for

purposes of this Section 9(ii), the “Breaching Party”) losing or failing to maintain any license, permit, or other legal authorization necessary to carry out its business or obligations (excepting any applicable cure or reinstatement periods); (b) the Breaching Party or any of its senior officers, directors or managers (or equivalent), engaging in or publicly alleged to be engaging in fraudulent conduct or failing to comply with the Requirements (as defined in Section 11.2(d) below). The acceptance by the Breaching Party of a termination of this Agreement pursuant to this Section 9(ii) shall not be deemed to be an admission of liability with respect to any claims for damage to reputation or loss of goodwill.

Before any termination of this Agreement becomes effective, the terminating Party shall give written notice (the “**Termination Notice**”) to the other Party stating its intention to terminate this Agreement and specifying an effective date of such termination (the “**Termination Effective Date**”). Such Termination Notice may be given only after a Notice of Breach has been delivered to the Breaching Party and any applicable Cure Period(s) has expired.

For purposes of this Agreement, a “business day” shall be any day other than a Saturday, Sunday, a federally recognized holiday or California State holiday, on which the banks located in San Francisco, California are open for business. Upon any expiry or termination of this Agreement, the Parties shall have no further obligations to one another (and for certainty, no additional Project Support Payments will be due or paid to TVNPA for periods commencing after the effective date of the termination of this Agreement).

**10. Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) overnight mail, addressed to the Party to be notified, (v) by electronic mail, provided that the sending party obtains confirmation of delivery from the recipient, at the following addresses or to such other address as such Party shall specify by like notice hereunder:

If to Levy:

Levy Alameda, LLC  
100 California Street, Suite 650  
San Francisco, CA 94111  
Attention: Nicola Park  
Email: [nicola.park@clearwayenergy.com](mailto:nicola.park@clearwayenergy.com)

With a copy to:

Levy Alameda, LLC  
100 California Street, Suite 650  
San Francisco, CA 94111  
Attention: Chief Legal Officer  
Email: [legalnotices@clearwayenergy.com](mailto:legalnotices@clearwayenergy.com)

If to Tri-Valley  
Nonprofit  
Alliance:

Tri-Valley Nonprofit Alliance  
164 N L St.  
Livermore, CA 94550  
Attention: Kathy Young  
Email: [kathy@tvnmpa.org](mailto:kathy@tvnmpa.org)

**11. Warranties and Representations:**

**11.1** Tri-Valley Nonprofit Alliance represents and warrants:

(a) That it is a non-profit corporation duly incorporated, duly organized, validly existing, and in good standing under the laws of the state of California.

(b) That it is a tax-exempt entity pursuant to Section 501(c)(3) of the Code and/or other applicable sections of the Code.

(c) That it has the full legal right, power, and authority to enter into and perform this agreement.

(d) That its execution, delivery and performance of this Agreement do not violate any law or governmental rule, regulation, or order applicable to Tri-Valley Nonprofit Alliance, and do not and will not contravene any provision, or constitute a default under, any instrument to which it is bound.

**11.2** Levy represents and warrants:

(a) That it is a limited liability company duly incorporated, duly organized, validly existing, and in good standing under the laws of the state of Delaware.

(b) That it has the full legal right, power, and authority to enter into and perform this Agreement.

(c) That its execution, delivery and performance of this Agreement do not violate any law or governmental rule, regulation, or order applicable to Levy, and do not and will not contravene any provision, or constitute a default under, any instrument to which it is bound.

(d) That it will develop the Potentia Viridi Project in compliance with all applicable legal and regulatory permits and requirements (“Requirements”).

**12. Severability.** If any term or provision of this Agreement is invalid, illegal, or

unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**13. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

**14. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page. Counterpart signature pages may be assembled to form a single executed copy, provided that they are delivered affixed to an identical counterpart copy.

**15. Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action, specifically including a government's response to any of the events set forth in this paragraph; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) other similar events beyond the control of the Impacted Party.

The Impacted Party shall give Notice within seven (7) business days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following Notice given by it under this **Section 15**, the other Party may thereafter terminate this Agreement upon seven (7) business days' Notice.

**16. Entire Agreement; Modification.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement

and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

**17. Assignment.** Tri-Valley Nonprofit Alliance may not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of Levy, which consent shall be at Levy's sole but reasonable discretion. Levy shall provide ten business days' notice to TVNPA of any assignment or transfer of this Agreement to any entity. Without obtaining the prior consent of TVNPA, Levy may assign its rights and obligations under this Agreement to: (i) an entity into or with which Levy is merged or consolidated; (ii) an entity that purchases the Potentia Viridi Project or to which all or substantially all of Levy's business or assets are transferred; (iii) an Affiliate of Levy. The foregoing are "Permitted Transfers". Permitted Transfers shall be allowed, irrespective of whether multiple transfers may be required to effectuate the same. In the event of any such Permitted Transfer, this Agreement and Levy's obligations hereunder shall be binding upon the transferees. Upon any such Permitted Transfer by Levy, it shall be relieved of any further performance hereunder and shall be relieved of any liabilities after the date of such Permitted Transfer. Any assignment in violation of this clause shall be null and void.

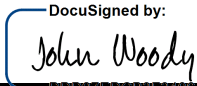
**18. Survival.** Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement (including, but not necessarily limited to: Sections 4, 6, 7, 8), shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

**19. Headings; Construction.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party and the Parties expressly disclaim any such canons of construction that would construe this document more strongly against one Party.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**LEVY ALAMEDA, LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
John Woody  
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John Woody  
Vice President

**TRI-VALLEY NONPROFIT ALLIANCE**

By:  \_\_\_\_\_

Kathy Young  
Executive Director