

PURCHASE PROPOSAL

Please see 3Degrees' proposal for a purchase below, which mirrors the terms of our existing purchase with MUSD.

Transaction 1 is a purchase that 3Degrees can make today without any contingencies. The second is contingent on our successful renewal with Silicon Valley Power. The term of our purchase would also be dependent on the term SVP selects for the next iteration of the program, either 3 or 5 years. Note that a 5 year contract is the best outcome for Milpitas due to the age of the facilities and the potential for CRS to shorten the rolling online date window.

Buyer:

3Degrees

Seller:

Milpitas Unified School District

Transaction 1:

Product: REC - Green-e Eligible CA Solar

Price: \$4.50

Vintage: 4Q2016 - 1Q2017 (10/1/2016 - 3/31/2017)

Volume:

10/1/2016 - 12/31/2016: 550

1/1/2017 - 3/31/2017: 850

Location: CA

Source Technology: Solar

Delivery Obligation: Unit contingent, 100% of Seller's share of facility output

Facilities: Milpitas Unified School District (14 facilities)

Applicable Standards: Green-e National Standard v2.8, or as amended

Invoice: Upon delivery

Delivery Date:

4Q16: 4/1/2017 - 4/10/2017

1Q17: 7/1/2017 - 7/10/2017

Payment: Net 30

Settlement (Tracking System): WREGIS

Transaction 2:

Product: REC - Green-e Eligible CA Solar

Price: \$4.50

Vintage: 2Q2017 - 4Q2019 (4/1/2017 - 12/31/2019) or 2Q2017 - 4Q2021 (4/1/2017 - 12/31/2021)

Quarterly Volume:

1Q: 850

2Q: 1,600

3Q: 1,100

4Q: 550

Location: CA

Source Technology: Solar

Delivery Obligation: Unit contingent, 100% of Seller's share of facility output

Facilities: Milpitas Unified School District (14 facilities)

Applicable Standards: Green-e National Standard v2.8, or as amended

Invoice: Upon delivery

Delivery Date: 100 days after the end of each calendar quarter

Payment: Net 30

Settlement (Attestation/Tracking System): WREGIS

Contingency: Transaction is contingent upon Buyer executing an agreement to supply Silicon Valley Power's green power program and Silicon Valley Power's selection of a REC product option that Seller's supply is included in and eligible for. Purchase contract term is contingent upon duration of SVP contract term.

In the event the supply is ineligible for SVP's selected product, Buyer has the right but not the obligation to purchase RECs at the contract price.

Seller has the right to terminate agreement if Buyer has not executed an agreement with SVP by 1/20/2017, Buyer has right to extend this deadline by up to 60 days if Buyer can furnish written confirmation from SVP that negotiations between Buyer and SVP are ongoing.

Marketing Rights:

- **Media rights:** Seller agrees to provide to Buyer or, allow Buyer to take photographs, audio or video of the Facility, and subject to Seller's reasonable approval of such media, authorizes Buyer to use such media otherwise supplied by Seller to Buyer, in marketing or promotional materials of Buyer and Buyer's customers solely for the purpose of promoting renewable energy or renewable energy certificate purchases.
- **Quotation rights.** Seller will allow Buyer to utilize a quotation of Seller speaking to the financial benefit this REC purchase, and renewable energy certificate purchases in general, had or will have on the Facility.