

8POINT3 GENERAL PARTNER, LLC

Conflicts Committee of the Board of Directors

Charter

The Board of Directors (the “Board”) of 8point3 General Partner, LLC (the “General Partner”), acting in its capacity as the general partner of 8point3 Energy Partners LP (the “Partnership” and, together with its subsidiaries, the “Partnership Group”), has established the Conflicts Committee of the Board (the “Committee”) with the authority, responsibility and specific duties as described in this Conflicts Committee Charter (this “Charter”), in the Amended and Restated Agreement of Limited Partnership of the Partnership, as may be amended from time to time (the “Partnership Agreement”) and in the Amended and Restated Limited Liability Company Agreement of 8point3 Operating Company, LLC, as may be amended from time to time (the “OpCo Agreement”). Capitalized terms not otherwise defined herein shall have the meanings given such terms in the Partnership Agreement.

First Solar, Inc. and SunPower Corporation formed 8point3 Holding Company, LLC (“Holdings”) as a joint venture to indirectly own, operate and acquire energy assets. Holdings is the sole owner of the General Partner. References to “employees” include employees, officers and directors of the General Partner and its direct and indirect subsidiaries and employees of the Sponsors acting as service providers to the General Partner or any of its subsidiaries.

I. Purpose

The purposes of the Committee are:

- (A) As requested by the Board, investigate, review, evaluate and act upon any potential conflicts of interest between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any member of the Partnership Group (a “Partnership Group Member”) or any Partner, on the other hand;
- (B) Carry out the duties of the Committee as set forth in the Partnership Agreement and the OpCo Agreement;
- (C) Meet periodically in executive session with all independent and non-employee directors of the General Partner without management participation; and
- (D) Carry out any other duties delegated by the Board that relate to potential conflicts of interest between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Partnership Group Member or any Partner, on the other hand.

II. Composition

The Committee shall be composed of two or more directors, each of whom (a) is not an officer or employee of the General Partner, (b) is not an officer, director or employee of any Affiliate of the General Partner (other than Partnership Group Members), (c) is not a holder of any

ownership interest in the General Partner or its Affiliates or the Partnership Group other than (i) Class A Shares and (ii) awards that are granted to such director in his capacity as a director under any long-term incentive plan, equity compensation plan or similar plan implemented by the General Partner or the Partnership and (d) is determined by the Board of Directors of the General Partner to be independent under the independence standards for directors established by the Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which the Class A Shares are listed or admitted to trading (or if the Class A Shares are not listed or admitted to trading, the New York Stock Exchange).

One member of the Committee shall be appointed as Committee Chair by the Board. Committee members shall serve at the pleasure of the Board. Any vacancy on the Committee shall be filled by, and any member of the Committee may be removed by, an affirmative vote of a majority of the Board.

III. Meetings; Voting; Minutes

A. Meetings

The Committee shall meet in person or telephonically as circumstances warrant. The Committee may hold formal or informal meetings or consultations with any officer or employee of the General Partner at the discretion of the Committee or the Chair.

B. Voting

Each member of the Committee shall be entitled to one vote. A majority of the members of the Committee shall constitute a quorum for any meeting, and the majority of the members present shall decide any matter brought before the Committee. If the directors present at a meeting are unable to decide a matter brought before the Committee, the matter shall be decided at the next meeting.

C. Minutes

The Committee shall maintain minutes of its meetings, which minutes will be filed with the minutes of the meetings of the Committee.

IV. Authority and Responsibilities

A. Authority

The Committee is delegated all authority of the Board as may be required or advisable to fulfill the purposes of the Committee. While the Committee members have the duties and responsibilities set forth in this Charter, nothing contained in this Charter is intended to create, or should be construed as creating, any responsibility or liability of the Committee members, except to the extent otherwise provided under applicable federal or state law.

The Committee shall have the authority to retain such outside counsel, experts and other advisors as it determines appropriate to assist in the full performance of its purposes and the Committee shall receive appropriate funding, as determined by the Committee, for payment of

compensation to such counsel, experts and other advisors; and the Committee shall have reasonable access to employees, consultants and agents of the General Partner and access to the books and records of the General Partner necessary to perform the duties of the Committee.

B. Responsibilities

Without limiting the generality of the Committee's purposes, the Committee shall have the following responsibilities:

1. If requested by the Board, the Committee is authorized to review, evaluate and, if appropriate, approve any course of action in respect of potential conflicts of interest between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Partnership Group Member or any Partner, on the other hand. The Committee shall report the results of its consideration of any such conflict of interest to the Board. Approval of any course of action in respect of such conflict of interest by the Committee shall constitute Special Approval of such matter and no other action of the Board shall be required to approve such matter.
2. The Committee shall be responsible for:
 - (a) reviewing, evaluating and, if appropriate, approving matters regarding the business and affairs of the General Partner and the Partnership required to be considered by, or submitted to, the Committee pursuant to the terms of the Partnership Agreement; and
 - (b) reviewing, evaluating and, if appropriate, approving any of the following actions:
 - (i) if requested by the Board, any transaction, or any amendment of, supplement to, waiver of or modification of the terms of existing agreements between the General Partner or any of its subsidiaries and First Solar, Inc. or SunPower Corporation or any of their respective subsidiaries, that could, in the determination of the General Partner, be adverse in any material respect to the holders of the Partnership's Class A Shares; and
 - (ii) any other matter referred to the Committee by the officers of the General Partner or the Board.