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

FORM 8-K

CURRENT REPORT

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

Date of Report (date of earliest event reported): June 9, 2017

8point3 Energy Partners LP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-37447
(Commission File Number)

47-3298142
(I.R.S. Employer
Identification No.)

77 Rio Robles
San Jose, California
(Address of principal executive offices)

95134
(Zip Code)

Registrant's telephone number, including area code: **(408) 240-5500**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2):

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

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

Kern Phase 2(c) Acquisition and Letter Agreement

As previously disclosed, on January 26, 2016, 8point3 Operating Company, LLC (“OpCo”), a wholly-owned subsidiary of 8point3 Energy Partners LP (the “Partnership”), entered into a Purchase, Sale and Contribution Agreement (as amended on September 28, 2016, November 30, 2016 and February 24, 2017, the “Kern Purchase Agreement”) with SunPower Corporation (“SunPower”), pursuant to which OpCo agreed to purchase (the “Kern Acquisition”) a photovoltaic solar generating project with an aggregate nameplate capacity of up to 21 MWac located in Kern County, CA and which consists or will consist of solar generation systems attached to fixed-tilt carports located at 27 school sites in the Kern High School District (each, a “Development Project Site” and collectively, the “Kern Project”). Ownership and cash flows of the Kern Project are subject to a tax equity financing arrangement with an affiliate of Wells Fargo & Company.

On June 9, 2017, in connection with the Kern Purchase Agreement, OpCo and SunPower entered into a letter agreement (the “Letter Agreement”), pursuant to which the parties agreed to reduce the number of Development Project Sites, and to confirm the purchase price to be paid in connection with, the closing of the fifth phase of the Kern Acquisition.

Pursuant to the Kern Purchase Agreement and the Letter Agreement, the Kern Acquisition was effectuated in the following phases:

(i) on January 26, 2016, simultaneously with the execution of the Kern Purchase Agreement, 8point3 OpCo Holdings, LLC, a wholly-owned subsidiary of OpCo (“OpCo Holdings”), acquired 100% of the class B limited liability company interests of SunPower Commercial II Class B, LLC (“Kern Holdco”), which indirectly holds the Phase 1(a) assets as of such date;

(ii) on September 9, 2016, OpCo caused OpCo Holdings to make a contribution of capital to Kern Holdco, which was used to acquire the Phase 1(b) assets from a SunPower subsidiary;

(iii) on November 30, 2016, OpCo caused OpCo Holdings to make a contribution of capital to Kern Holdco, which was used to acquire the Phase 2(a) assets from a SunPower subsidiary;

(iv) on February 24, 2017, OpCo caused OpCo Holdings to make a contribution of capital to Kern Holdco, which was used to acquire the Phase 2(b) assets from a SunPower subsidiary; and

(v) on June 9, 2017, OpCo caused OpCo Holdings to make a contribution of capital to Kern Holdco, which was used to acquire the Phase 2(c) assets from a SunPower subsidiary (the “Phase 2(c) Acquisition”).

In the event that the conditions precedent set forth in the Letter Agreement are met, at a future closing date on or prior to September 30, 2017, OpCo may cause OpCo Holdings to make an additional contribution of capital to Kern Holdco, which would be used to acquire some or all of the Development Project Sites that have not yet been acquired by OpCo from a SunPower subsidiary.

OpCo has paid an aggregate purchase price of \$31.7 million in cash for the interest it acquired in the Kern Project, of which OpCo paid approximately \$4.9 million on January 27, 2016 in connection with the closing of the first phase on January 26, 2016, approximately \$9.2 million on September 9, 2016 in connection with the closing of the second phase on September 9, 2016, approximately \$8.4 million on November 30, 2016 in connection with the closing of the third phase on November 30, 2016, approximately \$6.0 million on February 24, 2017 in connection with the closing of the fourth phase on February 24, 2017, and approximately \$3.2 million on June 9, 2017 in connection with the closing of the fifth phase on June 9, 2017. In the event that the conditions precedent set forth in the Letter Agreement are met, at a future closing date on or prior to September 30, 2017, OpCo will pay up to \$5.0 million, based upon the MWac of the Development Project Sites to be acquired in connection therewith.

The foregoing description is not completed and is qualified in its entirety by reference to the text of the Letter Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference.

Amendment No. 7 to Amended and Restated Omnibus Agreement

On June 9, 2017, in connection with the Phase 2(c) Acquisition, the Partnership entered into Amendment No. 7 to Amended and Restated Omnibus Agreement (the “Kern Phase 2(c) Omnibus Amendment”) with the Partnership’s general partner, 8point3 General Partner, LLC (the “General Partner”), 8point3 Holding Company, LLC (“Holdings”), First Solar, Inc. (“First

Solar”), SunPower and OpCo. The Kern Phase 2(c) Omnibus Amendment amends the schedules to the parties’ existing Amended and Restated Omnibus Agreement dated April 6, 2016, as amended (the “Amended and Restated Omnibus Agreement”), to include the solar systems held indirectly by Kern Holdco at the closing of the Phase 2(c) Acquisition for all purposes.

All other material terms and conditions of the Amended and Restated Omnibus Agreement were unchanged.

The foregoing description is not complete and is qualified in its entirety by reference to the full text of the Kern Phase 2(c) Omnibus Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On June 9, 2017, OpCo completed the Phase 2(c) Acquisition pursuant to the terms of the Kern Purchase Agreement, as amended, and the Letter Agreement. OpCo funded 100% of the purchase price for the Phase 2(c) Acquisition with cash on hand. The description of the Phase 2(c) Acquisition included in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

The terms of the Kern Acquisition, inclusive of the Phase 2(c) Acquisition, were approved by the board of directors (the “Board”) of the General Partner and by the conflicts committee of the Board, which consists entirely of independent directors (the “Conflicts Committee”). The Conflicts Committee engaged an independent financial advisor and legal counsel to assist in evaluating the Kern Acquisition.

SunPower owns 8,778,190 common units and 20,104,885 subordinated units in OpCo, representing a 36.5% economic interest in OpCo. In addition, SunPower owns 28,883,075 Class B shares in the Partnership. SunPower also owns a 50% interest in Holdings, which holds all the incentive distribution rights in OpCo and is the sole member of the General Partner.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Number	Description
2.1	Letter Agreement dated June 9, 2017, by and between 8point3 Operating Company, LLC and SunPower Corporation.
10.1	Amendment No. 7 to Amended and Restated Omnibus Agreement dated June 9, 2017, by and among 8point3 Operating Company, LLC, 8point3 General Partner, LLC, 8point3 Holding Company, LLC, 8point3 Energy Partners LP, First Solar, Inc. and SunPower Corporation.

SIGNATURE

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

8POINT3 ENERGY PARTNERS LP

By: 8point3 General Partner, LLC,
its general partner

By: /s/ JASON E. DYMBORT
Jason E. Dymbort
General Counsel

Date: June 13, 2017

INDEX TO EXHIBITS

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SUNPOWER®

June 9, 2017

8point3 Operating Company, LLC
 c/o 8point3 General Partner, LLC
 77 Rio Robles
 San Jose, California 95134

Ladies and Gentlemen:

Reference is made to that certain Purchase, Sale and Contribution Agreement, dated as of January 26, 2016 (as amended, the "Purchase Agreement"), between SunPower Corporation, a Delaware corporation ("Parent"), and 8point3 Operating Company, LLC, a Delaware limited liability company (the "Purchaser"). Capitalized terms used in this letter agreement (this "Letter Agreement") without definition shall have the respective meanings assigned to them in the Purchase Agreement.

As further detailed in this Letter Agreement, the Parties intend to set forth certain agreements and amendments with respect to the Phase 2(c) Assets and the Phase 2(c) Contribution Amount.

In connection with the Phase 2(b) Closing, pursuant to Section 6.06(a) of the Purchase Agreement, Parent delivered a Schedule Update in connection with the Phase 2(b) Contribution Closing Date, which included the following Development Project Sites in the Phase 2(c) Assets:

<u>Site</u>	<u>Address</u>	<u>Size (kWdc)</u>
Frontier HS	6401 Allen Rd., Bakersfield, CA 93314	1,557.30
Liberty HS	925 Jewetta Ave., Bakersfield, CA 93312	1,096.20
Mira Monte HS	1800 S. Fairfax., Bakersfield, CA 93307	1,096.20
ROC	501 S. Mt. Vernon, Bakersfield, CA 93307	887.40

The Parties hereby agree that, notwithstanding anything to the contrary contained in the Purchase Agreement, the "Phase 2(c) Assets" shall include all equipment, facilities and other tangible and intangible assets and rights substantially used by or held for use by the Project Development Company in connection with the following Development Project Sites:

<u>Site</u>	<u>Address</u>	<u>Size (kWdc)</u>
Mira Monte HS	1800 S. Fairfax., Bakersfield, CA 93307	1,096.20
ROC	501 S. Mt. Vernon, Bakersfield, CA 93307	887.40

Parent represents that, except for (i) the Phase 2(c) Assets that will be assigned to the Project Company in connection with the Phase 2(c) Closing, and (ii) equipment, facilities and other tangible and intangible assets and rights substantially used by or held for use by the Project Development Company in connection with the Unavailable Development Project Sites (as defined below), there are no other equipment, facilities or other tangible or intangible assets or

rights solely used by or held for use by the Project Development Company in connection with the Project that have not been assigned to the Project Company.

Further, the Parties hereby agree that, notwithstanding anything to the contrary contained in the Purchase Agreement, the “Phase 2(c) Contribution Amount” means the amount calculated by multiplying (i) the aggregate numerical amount of the MWac of the Developmental Project Sites included in the Phase 2(c) Assets by (ii) \$1,729,805.71 (the “MWac Multiple”). The Parties acknowledge that the MWac Multiple is the same dollar per MWac cost calculated from the original size of the Project and the original Purchase Price as set forth in the Purchase Agreement, which Purchase Agreement was approved by: (1) the board of directors (the “Board”) of 8point3 General Partner, LLC, a Delaware limited liability company (the “General Partner”), in (a) the Board’s capacity as the board of directors of the General Partner, (b) the General Partner’s capacity as the general partner of 8point3 Energy Partners LP, a Delaware limited partnership (the “Partnership”), acting for the Partnership, and (c) the General Partner’s capacity as the general partner of the Partnership, acting as the managing member of and on behalf of the Purchaser; and (2) the conflicts committee of the Board, which consists entirely of independent directors.

In the event that the “Initial Funding Date” set forth in the Payment Request for one or both of the Development Project Sites set forth in the chart below (the “Unavailable Development Project Sites”) is on or before the Phase 2(c) Termination Date, the Parties hereby agree: (i) to amend the Purchase Agreement to include such Development Project Sites as a new “Phase 2(d)” and to provide for the closing of such Development Project Sites; and (ii) the “Phase 2(d) Contribution Amount” will be calculated by multiplying (1) the aggregate numerical amount of the MWac of the Unavailable Development Project Sites by (2) the MWac Multiple.

<u>Site</u>	<u>Address</u>	<u>Size (kWdc)</u>
Frontier HS	6401 Allen Rd., Bakersfield, CA 93314	1,557.30
Liberty HS	925 Jewetta Ave., Bakersfield, CA 93312	1,096.20

For the avoidance of doubt, in the event that a closing does not occur with respect to the Unavailable Development Project Sites, such sites will be considered ROFO Assets (as defined in the ROFO Agreement).

To the extent the terms of the Purchase Agreement are inconsistent with the terms of this Letter Agreement, the terms of this Letter Agreement shall control; however, the Parties hereto ratify and confirm that in all other respects the Purchase Agreement remains in full force and effect.

This Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to principles or rules of conflicts of laws.

This Letter Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument.

If this Letter Agreement is in accordance with your understanding of our agreement, please execute below in the place indicated.

[Signature Page Follows]

Sincerely,

SUNPOWER CORPORATION

By: /s/ Charles D. Boynton
Name: Charles D. Boynton
Title: Chief Financial Officer

Accepted and Agreed:

8POINT3 OPERATING COMPANY, LLC

By: 8point3 Energy Partners LP,
its managing member

By: 8point3 General Partner, LLC,
its general partner

By: /s/ Max Gardner
Name: Max Gardner
Title: Vice President of Operations

[Signature Page to Letter Agreement]

AMENDMENT NO. 7
TO
AMENDED AND RESTATED
OMNIBUS AGREEMENT

This AMENDMENT NO. 7 TO AMENDED AND RESTATED OMNIBUS AGREEMENT (this “Amendment”), dated as of June 9, 2017, is made and entered into among 8point3 Operating Company, LLC, a Delaware limited liability company (the “**Operating Company**”), 8point3 General Partner, LLC, a Delaware limited liability company (the “**YieldCo General Partner**”), 8point3 Holding Company, LLC, a Delaware limited liability company (“**Holdings**”), 8point3 Energy Partners LP, a Delaware limited partnership (the “**Partnership**”), First Solar, Inc., a Delaware corporation (“**First Solar**”) and SunPower Corporation, a Delaware corporation (“**SunPower**” and, together with First Solar, each a “**Sponsor**” and collectively, the “**Sponsors**”). The above-named entities are sometimes referred to in this Amendment as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH

WHEREAS, the Parties entered into that certain Amended and Restated Omnibus Agreement on April 6, 2016, that certain Amendment No. 1 to Amended and Restated Omnibus Agreement on July 1, 2016, that certain Amendment No. 2 to Amended and Restated Omnibus Agreement on September 9, 2016, that certain Amendment No. 3 to Amended and Restated Omnibus Agreement on September 29, 2016, that certain Amendment No. 4 to Amended and Restated Omnibus Agreement on November 30, 2016, that certain Amendment No. 5 to Amended and Restated Omnibus Agreement on December 1, 2016 and that certain Amendment No. 6 to Amended and Restated Omnibus Agreement on February 24, 2017 (collectively, the “**Agreement**”); and

WHEREAS, the Parties desire, subject to the terms and conditions set forth herein, to amend the Agreement to reflect the Parties’ agreement as to certain matters set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1.01 Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

Section 1.02 Amendments.

(a) The following text shall be added as new rows to the table set forth on Schedule I of the Agreement:

No.	Sponsor	Project	Scheduled COD	Guaranteed Project Capacity (MW _{AC})	Minimum Project Capacity (MW _{AC})	Closing Project Value	Capacity Buy-Down Amount (\$ per MW)
46.	SunPower	Kern Phase 2(c) - Mira Monte High School	06/30/2017	0.97776	0.93744	\$1,743,644.45	\$1,729,806
47.	SunPower	Kern Phase 2(c) - ROC	06/30/2017	0.79152	0.75888	\$1,411,521.70	\$1,729,806

Section 1.03 Representations and Warranties.

(a) Representations and Warranties of Each Sponsor. Each Sponsor hereby represents and warrants to the other Sponsor, the Operating Company, the YieldCo General Partner, Holdings and the Partnership, as follows as of the date hereof:

(i) *Organization; Qualification.* Such Sponsor has been duly formed and is validly existing and in good standing as a corporation under the Laws of its jurisdiction of formation with all requisite corporate power and authority to own, lease or otherwise hold and operate its properties and assets and to carry on its business as presently conducted, except where the failure to have such power and authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

(ii) *Authority and Power.* Such Sponsor (A) has all requisite corporate power and authority to execute and deliver this Amendment and to perform its obligations hereunder, and (B) has taken all necessary corporate action to authorize the execution, delivery and performance of this Amendment.

(iii) *Valid and Binding Obligation.* This Amendment has been duly and validly executed and delivered by such Sponsor and, assuming this Amendment has been duly and validly authorized, executed and delivered by all other Persons party hereto, constitutes a legal, valid and binding obligation of such Sponsor, enforceable against such Sponsor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar Laws relating to or affecting the enforcement of creditors' rights in general and by general principles of equity.

(iv) *No Conflicts.* The execution, delivery and performance of this Amendment by such Sponsor will not (a) conflict with or violate any provision of its certificate of incorporation or bylaws, (b) constitute, with or without notice or the passage of time or both, a material violation, a

material breach or default, create a material lien, conflict in any material respect with, or require any material consent or approval, or give rise to any material right of termination, modification, cancellation, prepayment, suspension, limitation, revocation, preemption, right of first refusal (or similar right to purchase) or acceleration under any material any material indenture, mortgage, chattel mortgage, deed of trust, lease, conditional sales contract, loan or credit arrangement to which such Sponsor is a party, or (c) contravene, in any material respect, any material Law.

(v) *Consents and Approvals.* The execution, delivery and performance of this Amendment by such Sponsor does not requires any material consent, approval, exemption, waiver, clearance, authorization, filing, registration or notification, of or to (as applicable) any Governmental Entity or other Person, except as has already been obtained, made or waived.

(b) Representations and Warranties of the Operating Company, the YieldCo General Partner, Holdings and the Partnership. Each of the Operating Company, the YieldCo General Partner, Holdings and the Partnership hereby represents and warrants to the Sponsors, as follows as of the Execution Date:

(i) *Organization; Qualification.* Such Person has been duly formed and is validly existing and in good standing as a limited liability company or partnership, as applicable, under the Laws of its jurisdiction of formation with all requisite limited liability company or partnership, as applicable, corporate power and authority to own, lease or otherwise hold and operate its properties and assets and to carry on its business as presently conducted, except where the failure to have such power and authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Amendment.

(ii) *Authority and Power.* Such Person (A) has all requisite limited liability company or partnership, as applicable, power and authority to execute and deliver this Amendment and to perform its obligations hereunder, and (B) has taken all necessary limited liability company or partnership, as applicable, action to authorize the execution, delivery and performance of this Amendment.

(iii) *Valid and Binding Obligation.* This Amendment has been duly and validly executed and delivered by such Person and, assuming this Amendment has been duly and validly authorized, executed and delivered by the Sponsors party hereto, constitutes a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar Laws relating to or affecting the enforcement of creditors' rights in general and by general principles of equity.

(iv) *No Conflicts*. The execution, delivery and performance of this Amendment by such Person will not (a) conflict with or violate any provision of its certificate of incorporation or bylaws, (b) constitute, with or without notice or the passage of time or both, a material violation, a material breach or default, create a material lien, conflict in any material respect with, or require any material consent or approval, or give rise to any material right of termination, modification, cancellation, prepayment, suspension, limitation, revocation, preemption, right of first refusal (or similar right to purchase) or acceleration under any material any material indenture, mortgage, chattel mortgage, deed of trust, lease, conditional sales contract, loan or credit arrangement to which such Person is a party, or (c) contravene, in any material respect, any material Law.

(v) *Consents and Approvals*. The execution, delivery and performance of this Amendment by such Person does not require any material consent, approval, exemption, waiver, clearance, authorization, filing, registration or notification, of or to (as applicable) any Governmental Entity or other Person, except as has already been obtained, made or waived.

Section 1.04 Continuity. Except as expressly modified hereby, the terms and provisions of the Agreement and all instruments, agreements or other documents executed and delivered in connection therewith shall continue in full force and effect. Whenever the "Agreement" is referenced in the Agreement or any of the instruments, agreements or other documents executed and delivered in connection therewith, such references shall be deemed to mean the Agreement as modified hereby.

Section 1.05 Parties in Interest. This Amendment is binding upon and is for the benefit of the Parties hereto and their respective successors and permitted assigns. This Amendment is not made for the benefit of any Person not a party hereto, and no Person other than the Parties hereto and their respective successors and permitted assigns will acquire or have any benefit, right, remedy or claim under or by virtue of this Amendment.

Section 1.06 Severability. Whenever possible each provision and term of this Amendment will be interpreted in a manner to be effective and valid. If any term or provision of this Amendment or the application of any such term or provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof, or the application of such term or provision to Persons or circumstances other than those as to which it has been held invalid, illegal or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby. If any term or provision of this Amendment is held to be prohibited or invalid, then such term or provision will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such term or provision or the other terms and provisions of this Amendment. Upon determination that any other term or provision of this Amendment is invalid, void, illegal, or unenforceable, a court of competent jurisdiction will modify such term or provision so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible under the Law.

Section 1.07 Facsimile; Counterparts. Any Party may deliver executed signature pages to this Amendment by facsimile transmission to the other Parties, which facsimile copy shall be deemed to be an original executed signature page. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument.

Section 1.08 GOVERNING LAW. THIS AMENDMENT, INCLUDING THE FORMATION, BREACH, TERMINATION, VALIDITY, INTERPRETATION AND ENFORCEMENT THEREOF, AND ALL TRANSACTIONS CONTEMPLATED BY THIS AMENDMENT, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. FOR THE AVOIDANCE OF DOUBT, IT IS INTENDED THAT 6 DEL. C. § 2708, WHICH PROVIDES FOR ENFORCEMENT OF DELAWARE CHOICE OF LAW WHETHER OR NOT THERE ARE OTHER RELATIONSHIPS WITH DELAWARE, SHALL APPLY.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed as of the date first above written and delivered in their names by their respective duly authorized officers or representatives.

8point3 Energy Partners LP

By: 8point3 General Partner, LLC,
its general partner

By: /s/ Natalie Jackson
Name: Natalie Jackson
Title: Vice President of Operations

8point3 General Partner, LLC

By: /s/ Natalie Jackson
Name: Natalie Jackson
Title: Vice President of Operations

8point3 Operating Company, LLC

By: 8point3 Energy Partners LP,
its managing member

By: 8point3 General Partner, LLC,
its general partner

By: /s/ Natalie Jackson
Name: Natalie Jackson
Title: Vice President of Operations

Amendment No. 7 to Amended and Restated Omnibus Agreement

8point3 Holding Company, LLC

By: First Solar 8point3 Holdings, LLC,
its member

By: /s/ Bryan R. Schumaker
Name: Bryan R. Schumaker
Title: Vice President and Corporate Controller

By: SunPower YC Holdings, LLC,
its member

By: /s/ Natalie Jackson
Name: Natalie Jackson
Title: Vice President

First Solar, Inc.

By: /s/ Alexander Robert Bradley
Name: Alexander Robert Bradley
Title: Chief Financial Officer

SunPower Corporation

By: /s/ Charles D. Boynton
Name: Charles D. Boynton
Title: Chief Financial Officer

Amendment No. 7 to Amended and Restated Omnibus Agreement