

3Degrees Purchase and Sale Agreement



Agreement Date: November 27, 2019
Agreement Number: 13571

3Degrees Contact: Dan Kosciak
Email: dkosciak@3degrees.com

BUYER DETAILS:

Northeastern University
288 Saint Botolph St.
Boston, MA 02115-5022

Contact: Joseph Lalley
Phone: (617) 373-4865
Email: j.lalley@northeastern.edu
Name On Certificate: Northeastern University

COMMERCIAL TERMS:

Environmental Product	Applicable Standard	Reporting Year / Vintage	Quantity	Unit Price (USD\$)
Offset - US Landfill Gas	Certified under Green-e Climate Standard v2.1	1) 2020 2) 2021 3) 2022	1) 35,000 2) 35,000 3) 35,000	\$3.00
Delivery Date:	On or before April 15 th of the year of each Reporting Year.			
Total Contract Value: \$315,000.00				

BILLING DETAILS:

Northeastern University
360 Huntington Ave.
Boston, MA 02115

Contact: Gerald Ziola
Phone: (617) 590-3070
Email: g.ziola@northeastern.edu

IN WITNESS WHEREOF, the parties understand and agree to the above and to the Terms and Conditions as set forth in Exhibit A and agree to be bound thereby.

3Degrees Group, Inc.

Signature: *Darren Karopczyc*
Title: Director, Trade Operations
Name: Darren Karopczyc
Date: December 17, 2019

Northeastern University

Signature: *Thomas E. Nedell*
Title: Thomas E. Nedell
Senior Vice President for Finance
& Treasurer
Name: Thomas E. Nedell
Date: 12/10/19

APPROVED
as to form
M.B. 12/9/19

Exhibit A

1. **PURCHASE AND SALE.** 3Degrees Group, Inc. ("3Degrees" or "Seller") agrees to sell and Buyer identified above agrees to purchase Environmental Products as described within a Purchase and Sale Agreement together (if applicable) with the Buyer's Purchase Order (accepted for invoicing purposes only and expressly excluding any terms and conditions therein), attached hereto and/or incorporated herein by reference (collectively, the "Agreement") under the terms and conditions described below. Both parties shall be permitted to reference the existence of this Agreement. Pricing shall be kept confidential for a period of three (3) years.
 2. **SPECIFICATIONS AND ENVIRONMENTAL PRODUCTS.** Environmental Products shall meet the requirements of the Applicable Standard(s) specified in the Agreement. Environmental Products shall be comprised of one more of the following as further defined in Section 3 (Definitions): (a) Renewable Energy Certificates ("REC"); or (b) Carbon Offset Products ("Offset"), each an "Environmental Product" and collectively the "Environmental Products".
 3. **DEFINITIONS.** The following capitalized terms have the following meanings in this Agreement:
 - a. "Applicable Standard" means the international, state, federal, mandatory or voluntary standard(s) or set of rules specified in the Agreement which must be met by the Environmental Product to be delivered to Buyer.
 - b. "Attestation Form" as it applies to Green-e Energy Certified RECs, shall mean the Green-e Energy Renewable Attestation from Wholesale Provider of Renewable Energy Certificates as found here: <https://www.green-e.org/docs/energy/verification/Green-e%20Energy%20Wholesale%20Attestation.doc>. A similar document issued by 3Degrees shall be used for Carbon Offset and other REC deliveries where the Applicable Standard is not Green-e Energy or Climate.
 - c. "Carbon Offset" means a one metric ton Carbon Dioxide Equivalent (MtCO₂e) greenhouse gas reduction which meets the requirements of the Applicable Standard.
 - d. "Renewable Energy Certificate" or "REC" means the non-energy attributes associated with one megawatt hour ("MWh") of energy as defined under the Applicable Standard.
 - e. "Reporting Year" means a year or other period of time specified by the Applicable Standard toward which eligible Environmental Products may be applied or claimed. For Green-e Energy and Climate transactions, this is also the auditing year in which 3Degrees will have the delivered Environmental Product certified.
 - f. "Retirement Report" means documentation reflecting the Environmental Product(s) have been permanently retired in the Seller's sub-account within the applicable tracking system or registry on behalf of and for the benefit of the Buyer.
 4. **BILLING AND PAYMENT.** Payments may be made via check, wire transfer or Automated Clearing House only. The price of Environmental Products is in addition to charges for Buyer's electricity. Buyer will be charged separately for electricity charges from Buyer's utility or other provider. All deliveries to be made from 3Degrees to Buyer under this Agreement are contingent upon 3Degrees's full receipt of Total Contract Value in United States dollars in accordance with this provision and Section 5 below. Invoices will be issued as follows: (1) upon Agreement execution for 35,000 RECs for a total of \$105,000.00; (2) on January 1, 2021 for 35,000 RECs for a total of \$105,000.00; and (3) January 1, 2022 for 35,000 RECs for a total of \$105,000.00, and payment is due in full within thirty-five (35) calendar days of receipt of each invoice. If Buyer requires a Purchase Order to process an invoice, Buyer must provide a valid Purchase Order on or before the date of Agreement execution.. 3Degrees shall have no obligation to deliver Environmental Products to Buyer for which it has not received payment from Buyer.
 5. **DELIVERY.** All Environmental Products purchased and sold under this Agreement shall be delivered in the following manner:
 - a. Where the Applicable Standard specified in this Agreement is Green-e Energy or Green-e Climate:
 - i. A Renewable Energy Certificate Product Content Label or, a Carbon Offset Content Label as applicable and
 1. The amount of Renewable Energy Certificates purchased will be delivered on a Green-e Energy Renewable Attestation Form; or
 2. The amount of Carbon Offsets purchased will be delivered on a 3Degrees Attestation Form.
 - b. Where the Applicable Program is not Green-e Energy or Green-e Climate:
 - i. All Environmental Products will be delivered via a 3Degrees Attestation Form and Retirement Report, per the requirements of the Applicable Standard, or a substantially similar document as necessary.
- 3Degrees agrees to provide documentation as reasonably required for Buyer to fulfill any reporting needs as applicable to the Environmental Products purchased. All Environmental Products registered on an electronic tracking system or registry shall be retired on Buyer's behalf.
6. **CHOICE OF LAW AND ARBITRATION.** All disputes relating to this Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of laws and any claim related to any such dispute shall be brought in a court in Suffolk County, Massachusetts.
 7. **ATTORNEYS' FEES.** In the event of any suit or other proceeding between any of the parties hereto with respect to any of the transactions contemplated hereby or subject matter hereof, the prevailing party will, in addition to such other relief as the court or arbitrator may award, be entitled to recover reasonable attorneys' fees, costs (including at the trial and appellate levels and in proceedings in bankruptcy), and expenses of investigation.
 8. **DEFAULT AND REMEDIES.** In the event either party breaches any of its material obligations under this Agreement, that party shall be deemed in default if the breach is not cured within thirty (30) days of written notice of the breach. The sole remedy upon default shall be direct, actual damages, and in no event will any other liability be incurred by either party for any obligations that arise under this Agreement, including, but not limited to, consequential, incidental, punitive, exemplary, or indirect damages in tort, contract, or otherwise.
 9. **DISCLAIMER OF WARRANTIES.** Other than warranties explicitly described herein, 3Degrees disclaims all other warranties.
 10. **INDEMNIFICATION.** Each party will indemnify, defend and hold harmless the other party from and against any losses, costs, damages, demands, penalties, claims, or liabilities made by others arising from or out of any event, circumstance, act or incident arising out of the parties' obligations under this Agreement, except to the extent arising from such party's own negligence or willful misconduct.
 11. **TAXES.** Each party shall pay the taxes lawfully levied upon it by any government authority.
 12. **CHANGE IN LAW.** If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of

Exhibit A

changing the transfer and sale procedure set forth in this Agreement so that the implementation of this Agreement becomes impossible or impracticable, or otherwise revokes or eliminates the Applicable Standard the parties hereto agree to negotiate in good faith to amend this Agreement to conform with such new statutes, regulations, or rules in order to maintain the original intent of the parties under the Agreement. If a local, state, federal, or international law or regulation takes effect or, is amended during the term of this Agreement that reduces the attributes comprising an Environmental Product as defined herein or, if a renewable energy portfolio standard is enacted by a state, federal, or foreign government that affects the Environmental Products, the parties hereto agree to negotiate in good faith to amend this Agreement in an equitable manner to reflect such reduction in attributes provided, however, that in the event the parties hereto are unable to agree on such an amendment to this Agreement within sixty (60) days of the date on which 3Degrees first notifies Buyer of the applicable change in law, then, unless waived by 3Degrees, such event(s) shall excuse performance by 3Degrees.

13. [Intentionally deleted].

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all previous communications, including, but not limited to terms and conditions included in Buyer's Purchase Order (terms and conditions in Buyer's Purchase Order shall be void ab initio), representations, or contracts, either written or oral, that purport to describe or embody the subject matter hereof. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.

15. **SEVERABILITY.** Any part hereof that is or becomes invalid, illegal, or unenforceable may be severed from the remainder hereof, and to the extent possible, the parties will use reasonable efforts to replace any such part with provisions that preserve their original intent.

16. **AUTHORITY.** Each party represents and warrants to the other party that (i) it is a legal entity in good standing under the laws of the state of its formation; and (ii) it has the full power and authority to execute, deliver, and perform under this Agreement.

CARBON OFFSET CONTENT LABEL

Carbon Offset Name: Green-e Climate Landfill Gas Carbon Offset
 These emission reductions were created in: 2009 - 2019

Project Type	Project Certification	Project Location	% of product		Green-e Climate is an independent certification program for greenhouse gas emission reductions (carbon offsets) sold in the voluntary market. The Green-e Climate logo identifies carbon offsets that meet the program's high environmental and consumer-protection standards. For more information on Green-e Climate certification requirements, visit www.green-e.org or email climate@green-e.org .
Landfill Gas	Climate Action Reserve	United States	100%		

This Carbon Offset Content Label may be accompanying a multi-year purchase Agreement. The 3Degrees Online Project List is available here: www.3degreesinc.com/projects/carbon-offset-projects. Please find more information about the vintage years reported here and the delivery and verification of offsets in the Pricing, Terms and Conditions (the Agreement). The percentages listed are prospective. Actual figures may vary. For more information on how much they can vary see the Price, Terms and Conditions (the Agreement).

These Carbon Offsets are certified by Green-e® Climate, which requires companies to provide their customers with a notice of Price, Terms, and Conditions of service (the Agreement) and, the following disclosure language. For more information about Green-e Climate visit <http://www.green-e.org/climate>, email climate@green-e.org.

These Carbon Offsets represent the reduction of a specific quantity of greenhouse gas (GHG) emissions. By purchasing these Carbon Offsets, you alone have the right to all associated claims about the environmental benefits they embody. Carbon Offsets are to be regarded as a real environmental commodity, not a donation or investment in a future project. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards.

3Degrees will deliver the Carbon Offset Product as specified in the Agreement via an Attestation Form listing the specific regions and facilities that supplied the Carbon Offsets. Green-e Climate verifies the information listed on the Carbon Offset Content Label. Green-e Climate certified offsets are generated from one or more of the projects listed on the project list. Green-e Climate does not verify that the offsets you purchased were generated from the specific projects listed within the Attestation. The Carbon Offset Content Label represents the mix of project types, locations, and verification programs that will be used to supply your offsets. The actual percentage or metric tons of GHG emissions reductions by type may vary by a small percentage. If the case of a significant variance, 3Degrees is obligated to provide more accurate historical disclosure. For more information see the Green-e Climate Code of Conduct available at www.green-e.org.

Multi-year Purchase Agreement (If applicable)– Quantities of the Product that are delivered over time in accordance with the schedule of delivery specified in this purchase Agreement meet Green-e Climate vintage and verification requirements. Green-e Climate verifies the delivery of this certified Product each year. If Green-e Climate certification is terminated prior to the end of the term of this purchase Agreement, the remainder of the quantity of certified Product specified in this Agreement will be delivered at the time of termination and subsequently verified by Green-e Climate, or you will be offered the option of a refund to cover any undelivered Product.

The vintage reported on the Carbon Offset Content Label indicates the year that the GHG emissions reductions that supply the offset Product occur. A range of years as the vintage indicates that offsets will be delivered over time, and so the vintage of the GHG emissions reductions will fall within this range and not exceed the year of delivery. Green-e Climate requires annual verification of deliveries under this Agreement. Green-e Climate also requires that disclosure of accurate vintage year be provided annually.