



Provider	Provider: Tesla, Inc. Address: 3500 Deer Creek Road, Palo Alto, CA 94304 Tel.: 888-518-3752 Email: customercare@tesla.com
Customer Information and Distribution Utility	Customer: John Smith System Installation Address: 7434 A Post Road, Colonie, NY 12205 Customer Mailing Address: 7434 A Post Road, Colonie, NY 12205 Email: 54393email@gmail1.com Electric Utility: National Grid (Niagara Mohawk)
Overview	This document describes your Solar Home Improvement Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement. You are entering into an agreement to purchase a solar system.
Price, Fees, and Charges	Purchase Price Your purchase price: \$15,937.50 List of any credits, incentives or rebates included in the above purchase price: \$1,487.50 NOTE: Not everyone is eligible for credits, incentives or rebates or can fully use them. Consult your tax professional or legal professional for further information. Payment Schedule Amount you owe Provider at Contract signing: \$500.00 Amount you owe Provider at the commencement of installation: \$6,975.00 Amount you owe Provider following building inspection: \$6,975.00 Financing Your system: Financing of System is UNKNOWN to Provider NOTE: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. This statement does not contain the terms of your financing agreement. If you have any questions about your financing arrangement, contact your finance provider and read all financing disclosures before signing a Contract.
Installation	System location: rooftop Approximate Start Date: 60-120 days from the date the Agreement is signed. Approximate Completion Date: 60-120 days from the date of the Agreement is signed. PROVIDER is responsible for submitting a System interconnection application. Installer: Tesla Energy Operations, Inc. Address: 6800 Dumbarton Circle, Fremont, CA 94555 Tel.: 888-765-2489 Email: customercare@tesla.com
System Size and Generation	System Size: 4.25 kW DC Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: 4,563 kWh Estimated annual electricity production decrease due to natural aging of the System: 0.5% Estimated System Lifetime: 30 years
Maintenance and Repairs	System maintenance IS included for 20 years from the Installer. You are required to perform the following system maintenance: <ul style="list-style-type: none">• Shade Management: Shading on your solar display dramatically reduces electricity production. Keep trees or other tall plants trimmed to prevent shade on your system.• Panel Cleaning: Cleaning your panels of debris can improve your system performance. Flushing the panels from the ground with a water hose can let more sunlight penetrate through the glass cover. "System repairs" refers to actions needed to fix your System if it is malfunctioning. System



	<p>repairs ARE provided by the Installer.</p> <p>If System repairs ARE included, the coverage periods for each hardware component of your System (in years) are: Inverter Warranty: 20 years Please check the Manufacturer's warranty for the coverage period of other hardware components.</p> <p>If System repairs ARE included, the coverage periods for the labor/workmanship for each component of your System (in years) are: Solar System: 20 years</p> <p>Please review your Contract for additional information about any warranties on the System installation and equipment. Note that equipment warranties for hardware are not required to include labor/workmanship. Your Provider may assign or subcontract any of its rights or obligations under this Agreement to any affiliate, successor, partner or purchaser. If such a transfer occurs, you will be notified if this will change the address or phone number to use for system maintenance or repair requests.</p> <p>Maintenance/Repair Provider: Tesla Energy Operations, Inc. Address: 6800 Dumbarton Circle, Fremont, CA 94555 Tel.: 888-765-2489 Email: customercare@tesla.com</p>
Roof Warranty	Your roof IS warranted against leaks from the system installation for the first 10 years.
Length of Agreement and End of Contract Term	You will own the system. Tesla will provide a Limited Warranty for the system beginning when we start the survey of your Home and expires 20 years from the completion of installation, except as otherwise specified earlier in this document.
Early Termination and Selling Your Property	<p>Early Termination You have no early termination rights after the installation of your system.</p> <p>Selling Your Property If you sell your Home you can transfer this Agreement. All of your rights and obligations under this Agreement can be assigned to the purchaser of your home pursuant to the Performance Guarantee and Limited Warranty.</p>
Estimated Benefits	The rate at which you, the customer, are compensated for any electricity sold to the utility is determined by the NY Public Service Commission. It's currently a kWh bill credit for excess energy you generate valued at the same rate the utility charges for energy delivered to you. The rate is not guaranteed by Tesla.
Guarantees	<p>This contract does not guarantee savings. Provider is providing you with a:</p> <ul style="list-style-type: none"> • Performance guarantee for 20 years • System production guarantee for 20 years <p>Underperformance or underproduction will be remedied as follows: Tesla will repair or replace any defective part and restore System performance. If at the end of each successive 24 month anniversary of your first monthly payment the cumulative Actual kWh generated by the System is less than the Guaranteed kWh, then we will send you a refund check equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh.</p>
Data Sharing and Privacy Policy	<p>The following data may be requested of your electric utility account data: annual consumption history, account/meter numbers, rate plan, and any other relevant information required to complete the interconnection process. This data authorization is valid for 6 months.</p> <p>Provider's Data Privacy Policy: www.tesla.com/legal</p>
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider via phone at 1-888-765-2489, via email at customercare@tesla.com , or via mail at 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119.
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .



TESLA

Other Important Terms	
Preparer Name and Contact Information	Colleen Mooney Tel.: 888-765-2489 Email: customercare@tesla.com



Cal Lankton
VP, Energy Sales and Operations

Signature of Provider Representative:

Date: 6/7/2018

Signature of Customer: _____

Date: _____





Customer Information
John Smith
7434 A Post Road
Colonie, NY 12205
1112500726

Salesperson
Colleen Mooney

Registration/License Number:
30 A Post Road
Colonie, NY 12205

Installation Location
7434 A Post Road
Colonie, NY 12205

Installer License
Tesla Energy Operations, Inc.

Here are the terms of your Solar Home Improvement Agreement

4.25 kW DC

System Size

20 yr

System Warranty

The Tesla Promise

- We provide a money-back energy performance guarantee.
- We warrant all of our roofing work.
- We warrant and repair the System. Initial here _____
- We fix or pay for any damage we may cause to your property.
- We provide 24/7 web-enabled monitoring at no additional cost.
- The pricing in this Agreement is valid for 30 days after 6/7/2018.

Your Tesla Purchase Agreement Details

Contract Price	\$15,938
Amount Due	\$14,450
Est. first year production	4,563 kWh





6800 Dumbarton Circle, Fremont, CA 94555
T (888) 765-2489 F (650) 638-1029 TESLA.COM

SOLAR HOME IMPROVEMENT AGREEMENT – RESIDENTIAL

Date of Execution:

This Solar Home Improvement Agreement (this “**Agreement**”) is between Tesla, Inc. (“**Tesla**”, “**we**” or “**Contractor**”) and you (“**Customer**”) for the sale and installation of the solar system described below (the “**Project**” or the “**System**”) at your home (the “**Property**” or your “**Home**”). We look forward to helping you produce clean, renewable solar energy at your Home. The Parties agree as follows:

KEY TERMS AND CONDITIONS

1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.

System	\$15,937.50
Solar Panels, Inverter, and Mounting Hardware	\$7,012.49
Installation, Permitting, and Other Fees	\$8,925.01
Total System Cost	\$15,937.50

Sale and installation of a 4.25 kW DC photovoltaic system as described above for installation and operation at your Home (collectively, the “System”).

2. CONTRACT PRICE. The Contract Price for the Project is \$15,937.50.

The Contract Price is subject to any change orders agreed to in writing by both parties.

3. INSTALLATION TIMELINE. Tesla will install the System within a reasonable amount of time after we sign this Agreement but no later than twelve (12) months from the date of this Agreement, which shall be of the essence. We will schedule your System installation at a mutually convenient date and time. When Tesla completes installation of the solar panels and the inverters(s), then substantial completion of the work to be performed under this Agreement shall have occurred:

Approximate Start Date: **60-120 days from the date of this Agreement**

Approximate Completion Date: **60-120 days from the date of this Agreement**

This performance timeline is an estimate and may be adjusted as provided in this Agreement, including delays due to late payments or unforeseen conditions.



4. SCHEDULE OF PROGRESS PAYMENTS.

PAYMENT	TIMING	AMOUNT	NOTES
Deposit	Due at Contract Signing	\$500.00	due upon signing of contract.
Payment 1	Due When Installation Begins	\$6,975.00	Due When Installation Begins
Payment 2	Due Following Building Inspection	\$6,975.00	Due Following Building Inspection
Final Payment	Rebate Assignment	\$1,487.50	(NYSERDA New York Sun PV Incentive). Buyer assigns rebate (estimate only at contract signing) to Tesla. (See General Terms and Conditions, Section 1 of this Agreement.)
Total	Total	\$15,937.50	(includes any applicable sales tax)

I acknowledge I have read Section 4.

(CUSTOMER'S INITIALS) _____

5. The pricing in this Agreement is valid for 30 days after 6/7/2018. If you don't sign this Agreement and return it to us on or prior to 30 days after 6/7/2018, Tesla reserves the right to reject this Agreement unless you agree to our then current pricing.



You are entitled to a completely filled in copy of this Agreement, signed by both you and the Contractor, before any work may be started.

GENERAL TERMS AND CONDITIONS

THIS AGREEMENT SUPERSEDES ALL PRIOR EXISTING CONTRACTS BETWEEN YOU AND TESLA THAT PERTAIN TO THE "SYSTEM" DEFINED IN THIS AGREEMENT.

1. CHANGES, PERMITS, REBATES, INCENTIVES

Both parties will have the right to terminate this Agreement, without penalty or fee, if Tesla determines after the engineering site audit of your Home that it has misestimated by more than ten percent (10%) any of (i) the System size, (ii) the System's total cost or (iii) the System's annual production. Such termination right will expire at the earlier of (i) one (1) week prior to your scheduled System installation date and (ii) sixty (60) days after we inform you in writing of the revised size, cost or production estimate. If you do not terminate this Agreement or return the written amendment to this Agreement described below within this time period, then this Agreement will automatically terminate and you will not get your deposit, if any, back. Any changes to the System will be documented in a written amendment to this Agreement signed by both you and Tesla. You authorize Tesla to make corrections to the utility and incentive paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

If you are financing your System, Tesla's obligation to install the System is conditioned on Tesla's confirmation that you have obtained financing for the System. Tesla may terminate this Agreement without liability if, in its reasonable judgment, this condition will not be satisfied.

You acknowledge that the System equipment and materials we will furnish and install are subject to cost increases. We will hold the Contract Price for six (6) months after the date of this Agreement. After six (6) months, if the cost of any System equipment or material rises by any unusual amount because of circumstances beyond Tesla's control, including but not limited to market price fluctuation or a site audit that reveals the need for additional materials or labor, then Tesla shall have the right to present you with a change order for the System equipment with a new price. You will have the right to accept or reject this new price and get your deposit, if any, back. If you do not accept the new price, Tesla shall have the right to terminate this Agreement and issue you a full refund, upon which the parties shall have no further obligations to one another.

Tesla will obtain any necessary permits, at Tesla's cost. Tesla shall not be responsible for delays in work due to the actions of any permitting and regulatory agencies or their employees. You will pay Tesla for any taxes or assessments required by federal, state or local governments or related regulatory agencies or utilities.

The rebate and incentive calculations Tesla provides to Customer are estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to the Project. However, actual rebates and incentives are variable as eligibility requirements, funding availability, and rates may change. Tesla will use good faith reasonable efforts to help Customer secure applicable rebates and incentives, but Tesla shall have no financial obligation to Customer regarding actual rebate and incentive amounts received. Customer agrees to pay the Contract Price in full regardless of the actual amount of rebates and/or incentives received.

2. SCHEDULE OF PROGRESS PAYMENTS

The schedule of progress payments (see Key Terms and Conditions cover sheet) must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT. Customer may, at its discretion, issue payment to Contractor via joint check with any of Contractor's subcontractors or suppliers.

Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe (i) the scope of the extra work or change, (ii) the cost to be added or subtracted from the contract; and (iii) the effect the order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, the Contractor shall have the right to substitute System equipment without Customer's agreement, so long as that substitution adds no extra cost to the project and does not materially affect the System's performance. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.



3. **AGREEMENT TO ARBITRATE**

Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

4. **PROPERTY CONDITIONS**

You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Property for the System. You agree that Tesla is not responsible for any known or unknown Property conditions.

5. **EXISTING CONDITIONS**

Tesla is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

6. **COST OR DELAY DUE TO UNFORESEEN CONDITIONS**

Tesla is not responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of conditions beyond Tesla's reasonable control (all of which shall be considered "**Force Majeure Events**"). Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If Tesla discovers unforeseen conditions requiring additional cost, then Tesla shall present such costs to you and get your written approval before beginning or continuing performance. **Failure to provide such approval may result in Tesla exercising its termination rights pursuant to Section 9 of this Agreement.**

7. **PROPERTY ACCESS**

You grant to Tesla and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (B) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (C) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System.

8. **TITLE AND RISK OF LOSS**

Title to the Project shall transfer to you when we complete installation of the Project. After delivery of the System equipment and materials to your Property, other than damage directly resulting from Tesla's actions, you bear risk of loss to the System. Tesla retains all Tesla-owned intellectual property rights on any of the equipment installed in your System including, but not limited to, patents, copyrights and trademarks and any data generated by Tesla's monitoring system.

9. **TERMINATION AND DEFAULT**

Tesla may terminate this Agreement, upon seven (7) days written notice, for any material or non-material breach, for any failure of Customer to agree to an appropriate change order, for any failure of Customer to pay Tesla any amount due, for any bankruptcy or financial distress of Customer, or for any hindrance to Tesla in the performance process.

10. **REMEDIES UPON CUSTOMER'S BREACH**

Without limiting any of Tesla's other rights and remedies, upon any breach by Customer, including any failure of Customer to pay Tesla any amount due, or if you cancel this Agreement after we commence construction (i.e., any work



for the System) at your home, Tesla shall have the right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Customer for any amounts payable under this Agreement; (iii) recover all amounts due under this Agreement for services provided through the date of termination including interest (prime + 2% or such amount as allowed by law); (iv) remove any Project materials or equipment from the Property; and (v) any other legal remedies including but not limited to mechanics liens or similar remedies.

I acknowledge I have read this Section 10.

Customer's initials: _____

11. MECHANICS' LIEN RELEASES

Upon satisfactory payment for any portion of the work performed, Tesla shall, prior to any further payment, furnish to Customer a full and unconditional release from any claim or mechanics' lien pursuant to applicable law for that portion of the work for which payment has been made. Please see Exhibit 3 for applicable lien notices and warnings required by law.

12. TESLA'S INSURANCE

Tesla carries the following insurance applicable to the work being performed under this Agreement:

- a. **Commercial General Liability Insurance (CGL).**
Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.
- b. **Workers' Compensation Insurance.**
Tesla carries workers' compensation insurance for all employees in compliance with law.

13. INDEMNIFICATION

Both parties shall indemnify, defend and hold harmless the other and its employees, officers, directors, agents and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither party shall be required to indemnify the other for its own negligence, willful misconduct or fraud.

14. GOVERNING LAW

The laws of the state where your Home is located shall govern this Agreement without giving effect to conflict of laws principles.

15. ENTIRE AGREEMENT

This Agreement contains the parties' entire agreement regarding the Project. There are no other agreements regarding this Agreement, either written or spoken. Any change to this Agreement must be in writing and signed by both parties. Only an authorized officer of Tesla may

execute any change to this Agreement on behalf of Tesla. If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement shall survive. Tesla may assign or subcontract any of its rights or obligations under this Agreement to any affiliate, successor, partner or purchaser.

16. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

17. SELLING YOUR HOME

If you sell your Home you can transfer this Agreement. All of your rights and obligations under this Agreement can be assigned to the purchaser of your home pursuant to Section 9 of the Performance Guarantee and Limited Warranty.

18. PRIVACY

The Tesla Customer Privacy Policy (www.tesla.com/legal) is part of this Agreement.

19. LIMITED WARRANTY

YOU UNDERSTAND THAT OUR WORK IS WARRANTIED UNDER THE TERMS OF EXHIBIT 2, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT OR ITS INSTALLATION. UPON RECEIPT OF PAYMENT IN FULL OF THE CONTRACT PRICE, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE PROJECT ("MANUFACTURER'S WARRANTIES") WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT TESLA HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

20. LIMITATION OF LIABILITY.

- a. **No Consequential Damages.** EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR PURPOSES OF THIS SECTION 20, YOU AGREE THAT ANY REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT CONSTITUTE DIRECT, ACTUAL DAMAGES.



- b. Actual Damages.** Neither party's liability to the other will exceed \$2,000,000, including without limitation, damages to your Home or Property during the performance of the Project or resulting from the Project.

EXCEPTING THE OTHER PROVISIONS UNDER THIS HEADING, TESLA DISCLAIMS AND CUSTOMER WAIVES ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TESLA SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS WARRANTY IF AN ALLEGED DEFECT IN ANY WORK OR EQUIPMENT WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S (FOR WHOM TESLA IS NOT RESPONSIBLE AS PROVIDED HEREIN) MISUSE, NEGLIGENCE, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD.

21. NOTICE REGARDING PERFORMANCE AND PAYMENT BONDS

The owner or tenant in a home improvement contract has the right to require the contractor to have a performance and payment bond.

22. DEPOSIT REFUND TERMS

IF EITHER YOU OR TESLA CANCELS THIS AGREEMENT UNDER THE FIRST PARAGRAPH OF SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS, UNDER PARAGRAPH 24(A) OF THESE GENERAL TERMS AND

CONDITIONS OR UNDER SECTION 25 OF THESE GENERAL TERMS AND CONDITIONS, YOUR DEPOSIT, IF ANY, SHALL BE RETURNED TO YOU WITHIN 10 BUSINESS DAYS. IF YOU CANCEL THIS AGREEMENT PURSUANT TO SECTION 24(B) OF THESE GENERAL TERMS AND CONDITIONS, TESLA CANCELS THIS AGREEMENT PURSUANT TO THE SECOND PARAGRAPH OF SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS, OR THIS AGREEMENT AUTOMATICALLY TERMINATES PURSUANT TO THE FIRST PARAGRAPH OF SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS, THEN YOU WILL NOT GET YOUR DEPOSIT, IF ANY, BACK.

23. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT.

- **Exhibit 1:**
Notice of Cancellation (10 Day Right to Cancel)
- **Exhibit 2:**
Performance Guarantee and Limited Warranty
- **Exhibit 3:**
State Specific Provisions
- Schedule A (Purchase Order)
- Schedule B (Renewable Energy Credit Agreement (if applicable))
- Change Order Form
- Solar Operation and Maintenance Guide



24. **ADDITIONAL RIGHTS TO CANCEL.** IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS AGREEMENT UNDER SECTION 25 BELOW AND UNDER SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS, YOU MAY ALSO CANCEL THIS AGREEMENT (A) AT NO COST AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT AND (B) AT ANY TIME PRIOR TO COMMENCEMENT OF CONSTRUCTION ON YOUR HOME.
25. **NOTICE OF RIGHT TO CANCEL.** YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM ATTACHED AS EXHIBIT 1 FOR AN EXPLANATION OF THIS RIGHT.

By signing below, I agree that Tesla can contact me for telemarketing and informational purposes via call or text using automated technology and/or pre-recorded messages using the phone number(s) I provided that are listed on the first page of this contract. I understand that consent is not a condition of purchase. You may opt-out of this authorization at any time by calling us at: 888-765-2489 or sending us written notice and mailing it to: Tesla, Attention: Phone Authorization Opt-Out, 6800 Dumbarton Circle, Fremont, CA 94555.

I have read this Agreement (INCLUDING THE AGREEMENT TO ARBITRATE) and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

Customer's Name: John Smith

Solar Home Improvement Agreement

Signature: _____

Tesla Approved

Date: _____

Signature:  _____

Cal Lankton
VP, Energy Sales and Operations

Customer's Name:

Signature: _____

Date: 6/7/2018

Date: _____



EXHIBIT 1 (TESLA COPY)

**NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction:

You may **CANCEL** this transaction, without any penalty or obligation, within **TEN BUSINESS DAYS** from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within **TEN DAYS** following receipt by the seller (Tesla) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla) regarding the return shipment of the goods at the seller's (Tesla's) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla), or if you agree to return the goods to the seller (Tesla) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tesla, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 **NOT LATER THAN MIDNIGHT** of

I, _____, hereby cancel this transaction on _____ [Date].

Customer's Signature:

Customer's Signature:



**EXHIBIT 1 (CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE
Notice of Cancellation**

Date of Transaction:

You may CANCEL this transaction, without any penalty or obligation, within TEN BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Tesla) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla) regarding the return shipment of the goods at the seller's (Tesla's) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla), or if you agree to return the goods to the seller (Tesla) and fail to do so, then you remain liable for performance of all obligations under the contract.

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I, _____, hereby cancel this transaction on _____ [Date].

Customer's Signature:

Customer's Signature:



PERFORMANCE GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Performance Guarantee and Limited Warranty (this "Limited Warranty") is Tesla's ("**Tesla**" or "**we**") agreement to provide you ("Customer") warranties on the System you purchased under the Agreement. The System will be professionally installed by Tesla at the address you listed in the Agreement. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when we start the survey of your Home for the System and expires 20 years from completion of installation (the "Warranty Period"), except as otherwise specified. We look forward to helping you produce clean, renewable solar power at your Home.

2. LIMITED WARRANTIES, PERFORMANCE GUARANTEE

(a) Limited Warranties

(i) Installation Warranty

Our installation of the System will be free from defects in workmanship for the full Warranty Period;

(ii) Inverter Warranty

After the end of the Manufacturer's Warranty on your System's inverter, we warrant that under normal use and service conditions your System's inverter will be free from defects in workmanship or defects in, or a breakdown of, materials or components, for the remainder of the Warranty Period;

(iii) Roof Warranty

All roof penetrations we make for your System will be watertight. This warranty will run the longer of (a) the first ten (10) years of the Warranty Period or (b) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period");

(iv) Damage Warranty

We will repair damage we cause to your Home, your belongings or your property or pay you for the damage we cause, as limited by Section 7, for the full Warranty Period (except damages that result from our roof penetrations, which damages are covered for the Roof Warranty Period).

Subject to the limitations listed in Section 2(e) below, under these warranties Tesla will correct any defective workmanship (Installation Warranty), repair any roof leak (Roof Warranty), fix or replace any defective inverter part, material or component (Inverter Warranty) or repair any property damage (Damage Warranty), at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Tesla's discretion. If you have a claim under any of the Manufacturer's Warranties during the Warranty Period, at your request Tesla will make this claim on your behalf and at no additional cost perform any related labor associated with repairing the System.

(b) Performance Guarantee

(i) Power Production Guarantee

Tesla guarantees that during the Warranty Period the System will generate the guaranteed kilowatt-hours (kWh) ("Guaranteed kWh") in the table set forth below as follows:

Year	Total kWh	Agreed Price/kWh
2	7,738	0.08756
4	15,399	0.08756
6	22,983	0.08756



8	30,492	0.08756
10	37,926	0.08756
12	45,286	0.08756
14	52,572	0.08756
16	59,786	0.08756
18	66,928	0.08756
20	73,998	0.08756

A. If at the end of each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation the cumulative Actual kWh (defined below) generated by the System is less than the Guaranteed kWh, then we will pay you directly an amount equal to the difference, if any, between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Agreed Energy Price per kWh (defined below). Your cumulative Actual kWh is dependent on a shading percentage of **12.00%** on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

For example, if the first 24 month period commences on October 1, 2013 and ends on September 30, 2015, and the energy the System was supposed to generate is less than the energy the system was guaranteed to generate during such 24 month period, we will pay you the difference in the Actual kWh and the Guaranteed kWh multiplied by the Agreed Energy Price per kWh. See the table below for a real world example.

Example Guaranteed kWh	Example Actual kWh	Example Agreed \$/kWh Energy Price	Example Payment to You
10,000	9,500	\$0.10	\$50.00

B. If at the end of each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation the Actual kWh is **greater** than the Guaranteed kWh during any 24 month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future.

“**Actual kWh**” means the AC electricity produced by your System in kilowatt-hours measured and recorded by Tesla during each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation. To measure the Actual kWh we will use the PowerGuide™ Monitoring Service or to the extent such services are not available, we will estimate the Actual kWh by reasonable means.

“**Agreed Energy Price per kWh**” is set out in the table immediately after the first paragraph in Section 2(b)(i) above.

(ii) PowerGuide™ Solar Monitoring

During the Warranty Period, we will provide you at no additional cost our PowerGuide Solar Monitoring Service (“PowerGuide”). PowerGuide is a proprietary monitoring system designed and installed by Tesla that captures and displays historical energy generation data over an Internet connection and consists of hardware located on site and software hosted by Tesla. If your System is not operating within normal ranges, PowerGuide will alert us and we will remedy any material issues promptly.

(c) Maintenance and Operation

(i) General



When the System is installed Tesla will provide you with a copy of its Solar Operation and Maintenance Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information. If we install a safety anchor in your roof during the installation of the System, we will leave this anchor installed for our future use throughout the installation and operation of your System. This safety anchor is for our use only. You are not authorized to use this anchor.

(ii) Internet Connectivity

PowerGuide requires a high speed Internet line to operate. Therefore, during the Warranty Period, you agree to maintain the communication link between PowerGuide and the System and between PowerGuide and the Internet. You agree to maintain and make available, at your cost, a functioning indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by Tesla to communicate wirelessly with the System's inverter (typically this is 80 feet, but may depend on site conditions). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line then (A) we will not be able to monitor the System and provide you with the Power Production Guarantee or provide a PowerGuide upgrade; and (B) you will be required to provide Tesla with annual production information from your inverter.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

- A. emailing us at the email address in Section 8 below;
- B. writing us a letter and sending it overnight mail with a well-known service; or
- C. sending us a fax at the number in Section 8 below.

(ii) Transferable Limited Warranty

Tesla will accept and honor any valid and properly submitted Warranty claim made during the Warranty Period by any person who purchases the System from you.

(e) Exclusions and Disclaimer

The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction of the System that result from the following:

- (i) materials and equipment covered by Manufacturer's Warranties;
- (ii) someone other than Tesla or its approved service providers installed, removed, re-installed or repaired the System (including, but not limited to, damaging the System during such work);
- (iii) your failure to perform, or breach of, your obligations under this Limited Warranty, including not reporting System failure or damage, your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Solar Operation and Maintenance Guide, or you modify or alter the System;
- (iv) shading from foliage that is new growth or is not kept trimmed to its appearance as of the date the System was installed;
- (v) any System failure or lost or diminished performance that results from your actions, omissions or request (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (vi) theft or vandalism of the System;
- (vii) any negligence or willful misconduct by you, your agents or representatives;
- (viii) your failure to comply with the terms of, or cooperate with Tesla during, the warranty claim process;
- (ix) any Force Majeure Event (as defined below);



- (x) damage to your Home, belongings or property that results from our roof penetrations after the end of the Roof Warranty Period; and
- (xi) damage or loss to the System due to ball strikes.

Any cash payout to you is limited to the payouts described in Section 2(b) of this Limited Warranty. Tesla will not make cash payments for any System damage. Rather, it will make System repairs as provided in this Limited Warranty.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

Snow or ice may accumulate on rooftops and on solar panels during snow storms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. If and when conditions safely allow you to remove accumulated snow or ice, you should do so to reduce the likelihood of it sliding or falling. TESLA MAKES NO WARRANTY REGARDING AND HAS NO RESPONSIBILITY FOR SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM. YOU ARE FULLY RESPONSIBLE FOR ADDRESSING ANY SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(a) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY TESLA WITH RESPECT TO THE SYSTEM. TESLA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. YOUR ADDITIONAL OBLIGATIONS

- (a) You grant to Tesla and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of compliance with this Limited Warranty.
- (b) If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to Section 5 of this Limited Warranty.
- (c) During the Warranty Period you agree:
 - (i) to only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
 - (ii) to keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Tesla installed it;
 - (iii) to keep the panels clean, pursuant to this Limited Warranty and the Solar Operation and Maintenance Guide;
 - (iv) to not modify your Home in a way that shades the System;
 - (v) to be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way);
 - (vi) to not remove any markings or identification tags on the System;
 - (vii) to permit Tesla, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
 - (viii) to not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
 - (ix) to notify Tesla if you think the System is damaged, appears unsafe or is stolen; and
 - (x) that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without Tesla's prior written consent.

4. TESLA'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical



Practices” means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

5. SYSTEM REPAIR, REMOVAL AND REINSTALLATION

- (a) You agree that if (i) the System needs any repairs that are not the responsibility of Tesla under this Limited Warranty or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Tesla, or another similarly qualified service provider, at your expense, perform such repairs or removal and reinstallation.
- (b) Tesla will remove the System from your roof while roof repairs are being made and reinstall the System after roof repairs are completed for a competitive price. You will need to provide storage space for the System during such time. If we reinstall your System, the Roof Warranty will restart at the completion of reinstallation and run for ten (10) years from reinstallation. Tesla’s obligations under this Section 5(b) are contingent on your compliance with the terms of the Agreement.

6. FORCE MAJEURE

If Tesla is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Tesla will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) Tesla, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) Tesla’s suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and
- (c) No Tesla obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

“Force Majeure Event” means any event, condition or circumstance beyond the control of and not caused by Tesla’s fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Tesla’s failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Tesla including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Tesla or under its control.

7. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(b) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL TESLA OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Tesla’s total liability arising out of relating to this Limited Warranty shall in no event exceed the following:



(i) For System Replacement: the original cost of the System

(ii) For damages to your Home, belongings and property: two million dollars (\$2,000,000).

8. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below:

TO TESLA: Tesla
6800 Dumbarton Circle
Fremont, CA 94555
Attention: Warranty Claims
Telephone: 650-638-1028
Facsimile: 650-638-1029
Email: customercare@tesla.com

TO YOU: At the billing address in the Agreement or any subsequent billing address you give us.

9. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Tesla may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Tesla's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who owns the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.



STATE SPECIFIC PROVISIONS

Tesla has entered into an agreement (“Engineering Services Agreement”) with EAH Structural Consulting to provide professional engineering services to Tesla in connection with the installation of the solar units at your premises. You have been designated as a third-party beneficiary of the Engineering Services Agreement, a copy of which will be provided to you upon request.

Disclosures required by the Uniform Business Practices for Distributed Energy Resource Suppliers:

1. You have rights under the Home Energy Fair Practices Act (HEFPA). Please go to http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf to learn more about these rights.
2. If you have a dispute, you may contact the New York Department of Public Service at <http://www.dps.ny.gov/> or 1-800-342-3377.
3. Loss analysis: The estimated deviation of your System from its Total Solar Resource Factor is 83.4%. The Total Solar Resource Factor is the amount of sunlight the measured area will receive over a year.
4. The rate at which you, the customer, are compensated for any electricity sold to the utility is determined by the NY Public Service Commission. It’s currently a kWh bill credit for excess energy you generate valued at the same rate the utility charges for energy delivered to you. The rate is not guaranteed by Tesla.
5. The owner of a PV system may be eligible for a federal income tax credit equal to 30% of their cost to acquire the PV system if certain conditions are met. The owner of a PV system may be eligible for a state income tax credit equal to 25% (but no greater than \$5,000) of their cost to acquire the PV system after deducting incentives and rebates if certain conditions are met. Your eligibility to qualify for federal, state and local tax credits is dependent on your personal circumstances. Please consult your tax advisor to learn more.

NEW YORK MECHANICS LIEN WARNING:

Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

Except with respect to payments made on a time basis or charges for materials that have been supplied prior to the time that payment is due, Tesla is legally required to deposit all payments received prior to completion in accordance with subdivision 71(a)(4) of the lien law and that, in lieu of such deposit, Tesla may post a bond, contract of indemnity or irrevocable letter of credit with you guaranteeing the return or proper application of such payments to the purposes of the contract.



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Provider	Provider: Tesla, Inc. Address: 3500 Deer Creek Road, Palo Alto, CA 94304 Tel.: 888-518-3752 Email: customercare@tesla.com
Customer Information and Distribution Utility	Customer: John Smith System Installation Address: 7434 A Post Road, Colonie, NY 12205 Customer Mailing Address: 7434 A Post Road, Colonie, NY 12205 Email: 54393email@gmail1.com Electric Utility: National Grid (Niagara Mohawk)
Overview	This document describes your Solar Home Improvement Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement. You are entering into an agreement to purchase a solar system.
Price, Fees, and Charges	Purchase Price Your purchase price: \$15,937.50 List of any credits, incentives or rebates included in the above purchase price: \$1,487.50 NOTE: Not everyone is eligible for credits, incentives or rebates or can fully use them. Consult your tax professional or legal professional for further information. Payment Schedule Amount you owe Provider at Contract signing: \$0.00 Amount you owe Provider at the commencement of installation: \$0.00 Amount you owe Provider at the completion of installation: \$0.00 Your financing partner will make the final payment to the Provider after installation for the following amount: \$14,450.00 Financing Your system: WILL be financed NOTE: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. This statement does not contain the terms of your financing agreement. If you have any questions about your financing arrangement, contact your finance provider and read all financing disclosures before signing a Contract.
Installation	System location: rooftop Approximate Start Date: 60-120 days from the date the Agreement is signed. Approximate Completion Date: 60-120 days from the date of the Agreement is signed. PROVIDER is responsible for submitting a System interconnection application. Installer: Tesla Energy Operations, Inc. Address: 6800 Dumbarton Circle, Fremont, CA 94555 Tel.: 888-765-2489 Email: customercare@tesla.com
System Size and Generation	System Size: 4.25 kW DC Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: 4,563 kWh Estimated annual electricity production decrease due to natural aging of the System: 0.5% Estimated System Lifetime: 30 years
Maintenance and Repairs	System maintenance IS included for 20 years from the Installer. You are required to perform the following system maintenance: <ul style="list-style-type: none">• Shade Management: Shading on your solar display dramatically reduces electricity production. Keep trees or other tall plants trimmed to prevent shade on your system.• Panel Cleaning: Cleaning your panels of debris can improve your system performance. Flushing the panels from the ground with a water hose can let more



	<p style="text-align: center;">sunlight penetrate through the glass cover.</p> <p>“System repairs” refers to actions needed to fix your System if it is malfunctioning. System repairs ARE provided by the Installer.</p> <p>If System repairs ARE included, the coverage periods for each hardware component of your System (in years) are: Inverter Warranty: 20 years Please check the Manufacturer’s warranty for the coverage period of other hardware components.</p> <p>If System repairs ARE included, the coverage periods for the labor/workmanship for each component of your System (in years) are: Solar System: 20 years</p> <p>Please review your Contract for additional information about any warranties on the System installation and equipment. Note that equipment warranties for hardware are not required to include labor/workmanship. Your Provider may assign or subcontract any of its rights or obligations under this Agreement to any affiliate, successor, partner or purchaser. If such a transfer occurs, you will be notified if this will change the address or phone number to use for system maintenance or repair requests.</p> <p>Maintenance/Repair Provider: Tesla Energy Operations, Inc. Address: 6800 Dumbarton Circle, Fremont, CA 94555 Tel.: 888-765-2489 Email: customercare@tesla.com</p>
Roof Warranty	Your roof IS warranted against leaks from the system installation for the first 10 years.
Length of Agreement and End of Contract Term	You will own the system. Tesla will provide a Limited Warranty for the system beginning when we start the survey of your Home and expires 20 years from the completion of installation, except as otherwise specified earlier in this document.
Early Termination and Selling Your Property	<p>Early Termination You have no early termination rights after the installation of your system.</p> <p>Selling Your Property If you sell your Home you can transfer this Agreement. All of your rights and obligations under this Agreement can be assigned to the purchaser of your home pursuant to the Performance Guarantee and Limited Warranty.</p>
Estimated Benefits	The rate at which you, the customer, are compensated for any electricity sold to the utility is determined by the NY Public Service Commission. It’s currently a kWh bill credit for excess energy you generate valued at the same rate the utility charges for energy delivered to you. The rate is not guaranteed by Tesla.
Guarantees	<p>This contract does not guarantee savings.</p> <p>Provider is providing you with a:</p> <ul style="list-style-type: none"> • Performance guarantee for 20 years • System production guarantee for 20 years <p>Underperformance or underproduction will be remedied as follows: Tesla will repair or replace any defective part and restore System performance. If at the end of each successive 24 month anniversary of your first monthly payment the cumulative Actual kWh generated by the System is less than the Guaranteed kWh, then we will send you a refund check equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh.</p>
Data Sharing and Privacy Policy	The following data may be requested of your electric utility account data: annual consumption history, account/meter numbers, rate plan, and any other relevant information required to complete the interconnection process. This data authorization is valid for 6 months. Provider’s Data Privacy Policy: www.tesla.com/legal
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider via phone at 1-888-765-2489, via email at customercare@tesla.com , or via mail at 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119.
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right





	to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .
Other Important Terms	
Preparer Name and Contact Information	Colleen Mooney Tel.: 888-765-2489 Email: customercare@tesla.com

Cal Lankton
VP, Energy Sales and Operations

Signature of Provider Representative:

Date: 6/7/2018

Signature of Customer: _____

Date: _____





Customer Information
John Smith

**7434 A Post Road
Colonie, NY 12205
1112500726**

Salesperson
Colleen Mooney

Registration/License Number:
**30 A Post Road
Colonie, NY 12205**

Installation Location
**7434 A Post Road
Colonie, NY 12205**

Installer License
Tesla Energy Operations, Inc.

Here are the terms of your Solar Home Improvement Agreement

4.25 kW DC

System Size

20yr

System Warranty

The Tesla Promise

- We provide a money-back energy performance guarantee.
- We warrant all of our roofing work.
- We warrant and repair the System. Initial here _____
- We fix or pay for any damage we may cause to your property.
- We provide 24/7 web-enabled monitoring at no additional cost.
- The pricing in this Agreement is valid for 30 days after 6/6/2018.

Your Tesla Purchase Agreement Details

Contract Price	\$15,937.50
REC Value (Estimate)	- \$0.00
Rebate Value (Estimate)	- \$1,487.50
Amount Due	\$14,450.00
Est. first year production	4,563 kWh

6800 Dumbarton Circle, Fremont, CA 94555 | 888.765.2489 | tesla.com

3223560

Solar Home Improvement Agreement (SolarLoan), version 5.1.0, April 30, 2018
Tesla, Inc.
Document generated on 6/6/2018





6800 Dumbarton Circle, Fremont, CA 94555
T (888) 765-2489 F (650) 638-1029 TESLA.COM

SOLAR HOME IMPROVEMENT AGREEMENT – RESIDENTIAL

Date of Execution:

This Solar Home Improvement Agreement (this “**Agreement**”) is between Tesla, Inc. (“**Tesla**”, “**we**” or “**Contractor**”) and you (“**Customer**”) for the sale and installation of the solarsystem described below (the “**Project**” or the “**System**”) at your home (the “**Property**” or your “**Home**”). We look forward to helping you produce clean, renewable solar energy at your Home. The Parties agree as follows:

KEY TERMS AND CONDITIONS

1. **DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.**

System	\$15,937.50
Solar Panels, Inverter, and Mounting Hardware	\$7,012.49
Installation, Permitting, and Other Fees	\$8,925.01
Total System Cost	\$15,937.50

Sale and installation of a 4.25 kW DC photovoltaic system as described above for installation and operation at your Home (collectively, the “System”).

2. **CONTRACT PRICE.** The Contract Price for the Project is \$15,937.50.

The Contract Price is subject to any change orders agreed to in writing by both parties.

3. **INSTALLATION TIMELINE.** Tesla will install the System within a reasonable amount of time after we sign this Agreement but no later than twelve (12) months from the date of this Agreement, which shall be of the essence. We will schedule your System installation at a mutually convenient date and time. When Tesla completes installation of the solar panels and the inverters(s), then substantial completion of the work to be performed under this Agreement shall have occurred:

Approximate Start Date: **60-120 days from the date of this Agreement**

Approximate Completion Date: **60-120 days from the date of this Agreement**

This performance timeline is an estimate and may be adjusted as provided in this Agreement, including delays due to late payments or unforeseen conditions.



4. SCHEDULE OF PROGRESS PAYMENTS.

PAYMENT	TIMING	AMOUNT	NOTES
Deposit	Due at Contract Signing	\$0.00	
Payment 1	Due When Installation Begins	\$0.00	
Other payments		\$14,450.00	If you are financing your System through one of our financing partners, the timing and amount of your payments (and any applicable interest accrued) will be subject to the terms and conditions of your agreement with your financier. If your financier fails to make payment on your behalf, or you terminate your financing, you will remain obligated to make payment under the terms of this Agreement.
Final Payment	REC Value	\$0.00	
Final Payment	Rebate Value	\$1,487.50	
Total System Cost		\$15,937.50	(includes any applicable sales tax)
Total Amount Paid by Customer		\$14,450.00	

I acknowledge I have read Section 4.

(CUSTOMER'S INITIALS) _____

5. The pricing in this Agreement is valid for 30 days after 6/6/2018. If you don't sign this Agreement and return it to us on or prior to 30 days after 6/6/2018, Tesla reserves the right to reject this Agreement unless you agree to our then current pricing.



You are entitled to a completely filled in copy of this Agreement, signed by both you and the Contractor, before any work may be started.

GENERAL TERMS AND CONDITIONS

THIS AGREEMENT SUPERSEDES ALL PRIOR EXISTING CONTRACTS BETWEEN YOU AND TESLA THAT PERTAIN TO THE "SYSTEM" DEFINED IN THIS AGREEMENT.

1. CHANGES, PERMITS, REBATES, INCENTIVES

Both parties will have the right to terminate this Agreement, without penalty or fee, if Tesla determines after the engineering site audit of your Home that it has misestimated by more than ten percent (10%) any of (i) the System size, (ii) the System's total cost or (iii) the System's annual production. Such termination right will expire at the earlier of (i) one (1) week prior to your scheduled System installation date and (ii) sixty (60) days after we inform you in writing of the revised size, cost or production estimate. If you do not terminate this Agreement or return the written amendment to this Agreement described below within this time period, then this Agreement will automatically terminate and we will charge you a \$250 cancellation fee. Any changes to the System will be documented in a written amendment to this Agreement signed by both you and Tesla. You authorize Tesla to make corrections to the utility and incentive paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

If you are financing your System, Tesla's obligation to install the System is conditioned on Tesla's confirmation that you have obtained financing for the System. Tesla may terminate this Agreement without liability and charge you a \$250 cancellation fee if, in its reasonable judgment, this condition will not be satisfied and you are not able to pay for the System by other means.

You acknowledge that the System equipment and materials we will furnish and install are subject to cost increases. We will hold the Contract Price for six (6) months after the date of this Agreement. After six (6) months, if the cost of any System equipment or material rises by any unusual amount because of circumstances beyond Tesla's control, including but not limited to market price fluctuation or a site audit that reveals the need for additional materials or labor, then Tesla shall have the right to present you with a change order for the System equipment with a new price. You will have the right to accept or reject this new price and get your deposit, if any, back. If you do not accept the new price, Tesla shall have the right to terminate this Agreement and issue you a full refund, upon which the parties shall have no further obligations to one another.

Tesla will obtain any necessary permits, at Tesla's cost. Tesla shall not be responsible for delays in work due to the actions of any permitting and regulatory agencies or their employees. You will pay Tesla for any taxes or assessments required by federal, state or local governments or related regulatory agencies or utilities.

The rebate and incentive calculations Tesla provides to Customer are estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to the Project. However, actual rebates and incentives are variable as eligibility requirements, funding availability, and rates may change. You acknowledge that you may not be financing the full Contract Price because you are expecting to receive rebates or incentives that you will use to pay a portion of the Contract Price. Tesla will use good faith reasonable efforts to help Customer secure applicable rebates and incentives, but Tesla shall have no financial obligation to Customer regarding actual rebate and incentive amounts received. Customer agrees to pay the Contract Price in full regardless of the actual amount of rebates and/or incentives received.

2. SCHEDULE OF PROGRESS PAYMENTS

The schedule of progress payments (see Key Terms and Conditions cover sheet)



must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT. Customer may, at its discretion, issue payment to Contractor via joint check with any of Contractor's subcontractors or suppliers.

Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe (i) the scope of the extra work or change, (ii) the cost to be added or subtracted from the contract; and (iii) the effect the order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, the Contractor shall have the right to substitute System equipment without Customer's agreement, so long as that substitution adds no extra cost to the project and does not materially affect the System's performance. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

3. AGREEMENT TO ARBITRATE

Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

4. PROPERTY CONDITIONS



You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Property for the System. You agree that Tesla is not responsible for any known or unknown Property conditions.

5. EXISTING CONDITIONS

Tesla is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

6. COST OR DELAY DUE TO UNFORESEEN CONDITIONS

Tesla is not responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of conditions beyond Tesla's reasonable control (all of which shall be considered "**Force Majeure Events**"). Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If Tesla discovers unforeseen conditions requiring additional cost, then Tesla shall present such costs to you and get your written approval before beginning or continuing performance. **Failure to provide such approval may result in Tesla exercising its termination rights pursuant to Section 9 of this Agreement.**

7. PROPERTY ACCESS

You grant to Tesla and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (B) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (C) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System.

8. TITLE AND RISK OF LOSS

Title to the Project shall transfer to you when we complete installation of the Project. After delivery of the System equipment and materials to your Property, other than damage directly resulting from Tesla's actions, you bear risk of loss to the System. Tesla retains all Tesla-owned intellectual property rights on

any of the equipment installed in your System including, but not limited to, patents, copyrights and trademarks and any data generated by Tesla's monitoring system.

9. TERMINATION AND DEFAULT

Tesla may terminate this Agreement, upon seven (7) days written notice, for any material or non-material breach, for any failure of Customer to agree to an appropriate change order, for any failure of Customer to pay Tesla any amount due, for any bankruptcy or financial distress of Customer, or for any hindrance to Tesla in the performance process.

10. REMEDIES UPON CUSTOMER'S BREACH

Without limiting any of Tesla's other rights and remedies, upon any breach by Customer, including any failure of Customer to pay Tesla any amount due, or if you cancel this Agreement after we commence construction (i.e., any work for the System) at your home, Tesla shall have the right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Customer for any amounts payable under this Agreement; (iii) recover all amounts due under this Agreement for services provided through the date of termination including interest (prime + 2% or such amount as allowed by law); (iv) remove any Project materials or equipment from the Property; and (v) any other legal remedies including but not limited to mechanics liens or similar remedies. If you are financing the System, you specifically agree that Tesla may disable the System upon request from your financier if you are in default under your agreement with your financier.

I acknowledge I have read this Section 10

Customer's initials: _____

11. MECHANICS' LIEN RELEASES

Upon satisfactory payment for any portion of the work performed, Tesla shall, prior to any further payment, furnish to Customer a full and unconditional release from any claim or mechanics' lien pursuant to applicable law for that portion of the work for which payment has been made. Please see [Exhibit 3](#) for applicable lien notices and warnings required by law.

12. TESLA'S INSURANCE

Tesla carries the following insurances applicable to the work being performed under this Agreement:

- a. **Commercial General Liability Insurance (CGL).**
Tesla carries commercial general liability



insurance with coverage amounts that meet or exceed those required by law.

b. Workers' Compensation Insurance.

Tesla carries workers' compensation insurance for all employees in compliance with law.

13. INDEMNIFICATION

Both parties shall indemnify, defend and hold harmless the other and its employees, officers, directors, agents and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither party shall be required to indemnify the other for its own negligence, willful misconduct or fraud.

14. GOVERNING LAW

The laws of the state where your Home is located shall govern this Agreement without giving effect to conflict of laws principles.

15. ENTIRE AGREEMENT

This Agreement contains the parties' entire agreement regarding the Project. There are no other agreements regarding this Agreement, either written or spoken. Any change to this Agreement must be in writing and signed by both parties. Only an authorized officer of Tesla may execute any change to this Agreement on behalf of Tesla. If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement shall survive. Tesla may assign or subcontract any of its rights or obligations under this Agreement to any affiliates, successor, partner or purchaser.

16. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

17. SELLING YOUR HOME

If you sell your Home you can transfer this Agreement. All of your rights and obligations under this Agreement can be assigned to the purchaser of your home pursuant to Section 9 of the Performance Guarantee and Limited Warranty.

18. PRIVACY

The Tesla Customer Privacy Policy (www.tesla.com/legal) is part of this Agreement. If you are financing your System, you consent to (1) Tesla providing your financier with this Agreement, the interconnection agreement and other documents from your utility, copies of permits, System energy production data and any other data or documents related to your System requested by your financier, and (2) your financier providing Tesla with your loan status and payment history associated with your financing of the System.

19. LIMITED WARRANTY

YOU UNDERSTAND THAT OUR WORK IS WARRANTED UNDER THE TERMS OF EXHIBIT 2, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT OR ITS INSTALLATION. UPON RECEIPT OF PAYMENT IN FULL OF THE CONTRACT PRICE, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE PROJECT ("MANUFACTURER'S WARRANTIES") WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT TESLA HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

20. LIMITATION OF LIABILITY.

a. No Consequential Damages. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR PURPOSES OF THIS SECTION 20, YOU AGREE THAT ANY REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT CONSTITUTE DIRECT, ACTUAL DAMAGES.



- b. Actual Damages.** Neither party's liability to the other will exceed \$2,000,000, including without limitation, damages to your Home or Property during the performance of the Project or resulting from the Project.

EXCEPTING THE OTHER PROVISIONS UNDER THIS HEADING, TESLA DISCLAIMS AND CUSTOMER WAIVES ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TESLA SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS WARRANTY IF AN ALLEGED DEFECT IN ANY WORK OR EQUIPMENT WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S (FOR WHOM TESLA IS NOT RESPONSIBLE AS PROVIDED HEREIN) MISUSE, NEGLIGENCE, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD.

21. NOTICE REGARDING PERFORMANCE AND PAYMENT BONDS

The owner or tenant in a home improvement contract has the right to require the contractor to have a performance and payment bond.

22. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT.

- **Exhibit 1:**
Notice of Cancellation (10 Day Right to Cancel)
- **Exhibit 2:**
Performance Guarantee and Limited Warranty
- **Exhibit 3:**
State Specific Provisions
- Schedule A (Purchase Order)
- Schedule B (Renewable Energy Credit Agreement (if applicable))
- Change Order Form
- Solar Operation and Maintenance Guide



23. RIGHTS TO TERMINATE; CANCELLATION FEE. IN ADDITION TO THE RIGHT YOU HAVE UNDER SECTION 24, YOU MAY TERMINATE THIS AGREEMENT AT NO COST PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT.

AFTER THAT DATE BUT PRIOR TO OUR COMMENCEMENT OF CONSTRUCTION ON YOUR HOME, YOU MAY ALSO TERMINATE AND WE WILL CHARGE YOU A CANCELLATION FEE OF \$250 UNLESS YOU ARE TERMINATING UNDER:

- **THE FIRST PARAGRAPH OF SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS (FOR CHANGES TO SIZE, COST OR PRODUCTION ESTIMATES).**

WE WILL ALSO CHARGE YOU A CANCELLATION FEE OF \$250 IF:

- **WE TERMINATE THIS AGREEMENT UNDER THE SECOND PARAGRAPH OF SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS (FOR YOUR FAILURE TO PROCURE FINANCING), OR**
- **THIS AGREEMENT AUTOMATICALLY TERMINATES PURSUANT TO THE FIRST PARAGRAPH OF SECTION 1 OF THESE GENERAL TERMS AND CONDITIONS (BECAUSE YOU DID NOT SIGN THE AMENDMENT OR TERMINATE THIS AGREEMENT IN A TIMELY MANNER).**

24. NOTICE OF RIGHT TO CANCEL. YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM ATTACHED AS EXHIBIT 1 FOR AN EXPLANATION OF THIS RIGHT.



By signing below, I agree that Tesla can contact me for telemarketing and informational purposes via call or text using automated technology and/or pre-recorded messages using the phone number(s) I provided that are listed on the first page of this contract. I understand that consent is not a condition of purchase. You may opt-out of this authorization at any time by calling us at: 888-765-2489 or sending us written notice and mailing it to: Tesla, Attention: Phone Authorization Opt-Out, 6800 Dumbarton Circle, Fremont, CA 94555.

I have read this Agreement (INCLUDING THE AGREEMENT TO ARBITRATE) and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

Customer's Name: John Smith

Solar Home Improvement Agreement

Signature: _____

Tesla Approved

Date: _____



Customer's Name:

Cal Lankton
VP, Energy Sales and Operations

Signature: _____

Date: _____

Date: 6/6/2018



**EXHIBIT 1 (TESLA COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction:

You may CANCEL this transaction, without any penalty or obligation, within TEN BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Tesla) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla) regarding the return shipment of the goods at the seller's (Tesla's) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla), or if you agree to return the goods to the seller (Tesla) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tesla, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 NOT LATER THAN MIDNIGHT of

I, _____, hereby cancel this transaction on _____ [Date].

Customer's Signature:

Customer's Signature:



**EXHIBIT 1 (CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction:

You may CANCEL this transaction, without any penalty or obligation, within TEN BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Tesla) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla) regarding the return shipment of the goods at the seller's (Tesla's) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla), or if you agree to return the goods to the seller (Tesla) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tesla, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 NOT LATER THAN MIDNIGHT of

I, _____, hereby cancel this transaction on _____ [Date].

Customer's Signature:

Customer's Signature:



EXHIBIT 2

PERFORMANCE GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Performance Guarantee and Limited Warranty (this "Limited Warranty") is Tesla's ("**Tesla**" or "**we**") agreement to provide you ("Customer") warranties on the System you purchased under the Agreement. The System will be professionally installed by Tesla at the address you listed in the Agreement. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when we start the survey of your Home for the System and expires 20 years from completion of installation (the "Warranty Period"), except as otherwise specified. We look forward to helping you produce clean, renewable solar power at your Home.

2. LIMITED WARRANTIES, PERFORMANCE GUARANTEE

(a) Limited Warranties

(i) Installation Warranty

Our installation of the System will be free from defects in workmanship for the full Warranty Period;

(ii) Inverter Warranty

After the end of the Manufacturer's Warranty on your System's inverter, we warrant that under normal use and service conditions your System's inverter will be free from defects in workmanship or defects in, or a breakdown of, materials or components, for the remainder of the Warranty Period;

(iii) Roof Warranty

All roof penetrations we make for your System will be watertight. This warranty will run the longer of (a) the first ten (10) years of the Warranty Period or (b) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period");

(iv) Damage Warranty

We will repair damage we cause to your Home, your belongings or your property or pay you for the damage we cause, as limited by Section 7, for the full Warranty Period (except damages that result from our roof penetrations, which damages are covered for the Roof Warranty Period).

Subject to the limitations listed in Section 2(e) below, under these warranties Tesla will correct any defective workmanship (Installation Warranty), repair any roof leak (Roof Warranty), fix or replace any defective inverter part, material or component (Inverter Warranty) or repair any property damage (Damage Warranty), at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. Tesla may use new or reconditioned parts when making repairs or replacements. Tesla may also, at its sole election and at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Tesla's discretion. If you have a claim under any of the Manufacturer's Warranties during the Warranty Period, at your request Tesla will make this claim on your behalf and at no additional cost perform any related labor associated with repairing the System.

(b) Performance Guarantee



(i) **Power Production Guarantee**

Tesla guarantees that during the Warranty Period the System will generate the guaranteed kilowatt-hours (kWh) ("Guaranteed kWh") in the table set forth below as follows:

Year	Total kWh	Agreed Price/kWh
2	7,738	0.08756
4	15,399	0.08756
6	22,983	0.08756
8	30,492	0.08756
10	37,926	0.08756
12	45,286	0.08756
14	52,572	0.08756
16	59,786	0.08756
18	66,928	0.08756
20	73,998	0.08756

- A. If at the end of each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation the cumulative Actual kWh (defined below) generated by the System is less than the Guaranteed kWh, then we will pay you directly an amount equal to the difference, if any, between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Agreed Energy Price per kWh (defined below). Your cumulative Actual kWh is dependent on a shading percentage of **12.00%** on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

For example, if the first 24 month period commences on October 1, 2013 and ends on September 30, 2015, and the energy the System was supposed to generate is less than the energy the system was guaranteed to generate during such 24 month period, we will pay you the difference in the Actual kWh and the Guaranteed kWh multiplied by the Agreed Energy Price per kWh. See the table below for a real world example.

Example Guaranteed kWh	Example Actual kWh	Example Agreed \$/kWh Energy Price	Example Payment to You
10,000	9,500	\$0.10	\$50.00

- B. If at the end of each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation the Actual kWh is **greater** than the Guaranteed kWh during any 24 month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future.



“Actual kWh” means the AC electricity produced by your System in kilowatt-hours measured and recorded by Tesla during each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation. To measure the Actual kWh we will use the PowerGuide™ Monitoring Service or to the extent such services are not available, we will estimate the Actual kWh by reasonable means.

“Agreed Energy Price per kWh” is set out in the table immediately after the first paragraph in Section 2(b)(i) above.

(ii) PowerGuide™ Solar Monitoring

During the Warranty Period, we will provide you at no additional cost our PowerGuide Solar Monitoring Service (“PowerGuide”). PowerGuide is a proprietary monitoring system designed and installed by Tesla that captures and displays historical energy generation data over an Internet connection and consists of hardware located on site and software hosted by Tesla. If your System is not operating within normal ranges, PowerGuide will alert us and we will remedy any material issues promptly.

(c) Maintenance and Operation

(i) General

When the System is installed Tesla will provide you with a copy of its Solar Operation and Maintenance Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information. If we install a safety anchor in your roof during the installation of the System, we will leave this anchor installed for our future use throughout the installation and operation of your System. This safety anchor is for our use only. You are not authorized to use this anchor.

(ii) Internet Connectivity

PowerGuide requires a high speed Internet line to operate. Therefore, during the Warranty Period, you agree to maintain the communication link between PowerGuide and the System and between PowerGuide and the Internet. You agree to maintain and make available, at your cost, a functioning indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by Tesla to communicate wirelessly with the System's inverter (typically this is 80 feet, but may depend on site conditions). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line then (A) we will not be able to monitor the System and provide you with the Power Production Guarantee or provide a PowerGuide upgrade; and (B) you will be required to provide Tesla with annual production information from your inverter.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

- A. emailing us at the email address in Section 8 below;
- B. writing us a letter and sending it overnight mail with a well-known service; or
- C. sending us a fax at the number in Section 8 below.

(ii) Transferable Limited Warranty

Tesla will accept and honor any valid and properly submitted Warranty claim made during the Warranty Period by any person who purchases the System from you.

(e) Exclusions and Disclaimer



The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction of the System that result from the following:

- (i) materials and equipment covered by Manufacturer's Warranties;
- (ii) someone other than Tesla or its approved service providers installed, removed, re-installed or repaired the System (including, but not limited to, damaging the System during such work);
- (iii) your failure to perform, or breach of, your obligations under this Limited Warranty, including not reporting System failure or damage, your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Solar Operation and Maintenance Guide, or you modify or alter the System;
- (iv) shading from foliage that is new growth or is not kept trimmed to its appearance as of the date the System was installed;
- (v) any System failure or lost or diminished performance that results from your actions, omissions or request (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (vi) theft or vandalism of the System;
- (vii) any negligence or willful misconduct by you, your agents or representatives;
- (viii) your failure to comply with the terms of, or cooperate with Tesla during, the warranty claim process;
- (ix) any Force Majeure Event (as defined below);
- (x) damage to your Home, belongings or property that results from our roof penetrations after the end of the Roof Warranty Period; and
- (xi) damage or loss to the System due to ball strikes.

Any cash payout to you is limited to the payouts described in Section 2(b) of this Limited Warranty. Tesla will not make cash payments for any System damage. Rather, it will make System repairs as provided in this Limited Warranty.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

Snow or ice may accumulate on rooftops and on solar panels during snow storms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. If and when conditions safely allow you to remove accumulated snow or ice, you should do so to reduce the likelihood of it sliding or falling. TESLA MAKES NO WARRANTY REGARDING AND HAS NO RESPONSIBILITY FOR SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM. YOU ARE FULLY RESPONSIBLE FOR ADDRESSING ANY SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(a) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY TESLA WITH RESPECT TO THE SYSTEM. TESLA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. YOUR ADDITIONAL OBLIGATIONS



- (a) You grant to Tesla and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of compliance with this Limited Warranty.
- (b) If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to Section 5 of this Limited Warranty.
- (c) During the Warranty Period you agree:
 - (i) to only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
 - (ii) to keep trees, bushes and hedges trimmed so that the SystemSolar Array receives as much sunlight as it did when Tesla installed it;
 - (iii) to keep the panels clean, pursuant to this Limited Warranty and the Solar Operation and Maintenance Guide;
 - (iv) to not modify your Home in a way that shades the System;
 - (v) to be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way);
 - (vi) to not remove any markings or identification tags on the System;
 - (vii) to permit Tesla, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
 - (viii) to not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
 - (ix) to notify Tesla if you think the System is damaged, appears unsafe or is stolen; and
 - (x) that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without Tesla's prior written consent.

4. TESLA'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

5. SYSTEM REPAIR, REMOVAL AND REINSTALLATION

- (a) You agree that if (i) the System needs any repairs that are not the responsibility of Tesla under this Limited Warranty or (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Tesla, or another similarly qualified service provider, at your expense, perform such repairs or removal and reinstallation.
- (b) Tesla will remove the System from your roof while roof repairs are being made and reinstall the System after roof repairs are completed for a competitive price. You will need to provide storage space for the System during such time. If we reinstall your System, the Roof Warranty will restart at the completion of reinstallation and run for ten (10) years from reinstallation. Tesla's obligations under this Section 5(b) are contingent on your compliance with the terms of the Agreement. If you are financing your System, you need to obtain written approval from your financier before the System is removed.

6. FORCE MAJEURE

If Tesla is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Tesla will be excused from whatever performance is affected by the Force Majeure Event, provided that:



- (a) Tesla, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) Tesla's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and
- (c) No Tesla obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Tesla's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Tesla's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Tesla including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Tesla or under its control.

7. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(b) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL TESLA OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Tesla's total liability arising out of relating to this Limited Warranty shall in no event exceed the following:

- (i) For System Replacement: the original cost of the System
- (ii) For damages to your Home, belongings and property: two million dollars (\$2,000,000).

8. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below:

TO TESLA: Tesla
6800 Dumbarton Circle
Fremont, CA 94555



Attention: Warranty Claims
Telephone: 650-638-1028
Facsimile: 650-638-1029
Email: customercare@tesla.com

TO YOU: At the billing address in the Agreement or any subsequent billing address you give us.

9. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Tesla may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Tesla's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who owns the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.



STATE SPECIFIC PROVISIONS

Tesla has entered into an agreement (“Engineering Services Agreement”) with EAH Structural Consulting to provide professional engineering services to Tesla in connection with the installation of the solar units at your premises. You have been designated as a third-party beneficiary of the Engineering Services Agreement, a copy of which will be provided to you upon request.

Disclosures required by the Uniform Business Practices for Distributed Energy Resource Suppliers:

1. You have rights under the Home Energy Fair Practices Act (HEFPA). Please go to http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf to learn more about these rights.
2. If you have a dispute, you may contact the New York Department of Public Service at <http://www.dps.ny.gov/> or 1-800-342-3377.
3. Loss analysis: The estimated deviation of your System from its Total Solar Resource Factor is 83.4%. The Total Solar Resource Factor is the amount of sunlight the measured area will receive over a year.
4. The rate at which you, the customer, are compensated for any electricity sold to the utility is determined by the NY Public Service Commission. It’s currently a kWh bill credit for excess energy you generate valued at the same rate the utility charges for energy delivered to you. The rate is not guaranteed by Tesla.
5. The owner of a PV system may be eligible for a federal income tax credit equal to 30% of their cost to acquire the PV system if certain conditions are met. The owner of a PV system may be eligible for a state income tax credit equal to 25% (but no greater than \$5,000) of their cost to acquire the PV system after deducting incentives and rebates if certain conditions are met. Your eligibility to qualify for federal, state and local tax credits is dependent on your personal circumstances. Please consult your tax advisor to learn more.

NEW YORK MECHANICS LIEN WARNING:
Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

Except with respect to payments made on a time basis or charges for materials that have been supplied prior to the time that payment is due, Tesla is legally required to deposit all payments received prior to completion in accordance with subdivision 71(a)(4) of the lien law and that, in lieu of such deposit, Tesla may post a bond, contract of indemnity or irrevocable letter of credit with you guaranteeing the return or proper application of such payments to the purposes of the contract.



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<p>Provider</p>	<p>Provider: Tesla, Inc. Address: 3500 Deer Creek Road, Palo Alto, CA 94304 Tel.: 888-518-3752 Email: customercare@tesla.com</p>
<p>Customer Information and Distribution Utility</p>	<p>Customer: John Smith System Installation Address: 7434 A Post Road, Colonie, NY 12205 Customer Mailing Address: 7434 A Post Road, Colonie, NY 12205 Email: 54393email@gmail1.com Electric Utility: National Grid (Niagara Mohawk)</p>
<p>Overview</p>	<p>This document describes your Solar Lease. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p> <p>You are entering into an agreement to lease a solar system. You will not own the solar system installed on your property.</p>
<p>Price, Fees, and Charges</p>	<p>Amount and Term Your monthly payment during the first year of the lease will be: \$41.07</p> <p>Amount Due Up-Front Amount you owe Lessor at solar lease signing: \$0.00 Amount you owe Provider at installation: \$0.00 Amount you owe Provider at building inspection: \$0.00 Total up-front payments you owe Provider: \$0.00</p> <p>Total Estimated Lease Payments Total of all your monthly payments and estimated taxes over the course of the lease: \$13,110.00 Your estimated total lease payments excluding taxes are \$13,110.00 Your estimated total tax payments are \$0.00 based on estimated average monthly tax payment of \$0.00 Incentives Included in Your Estimated Lease Payments: None</p> <p>Other Possible Charges Late Charge: Late Payments accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable by applicable law Estimated System Removal Fee: Lessor will remove the System from your roof while roof repairs are being made and reinstall for a competitive price. UCC Notice Removal and Re-filing Fee: If you refinance your mortgage, you will not have to pay to have the UCC-1 financing statement or fixture filing removed. Non-Connection to Internet: If you do not maintain a high-speed internet connection, we will not be able to monitor the System and provide you with the Power Production Guarantee or provide PowerGuide, and you will be required to provide Tesla with annual production information from your inverter. Automatic Bank Withdrawals (ACH): You will receive a discount of \$7.50 if using automatic bank withdrawals. The monthly payments listed above reflect this discount.</p> <p>Number of Lease Payments 240 monthly payments</p> <p>When Payments Are Due Your first Monthly Payment is due on the first day of the first full calendar month following the Interconnection Date. Lessor will provide you with: Electronic Invoices (sent to your email address above)</p> <p>Lease Payment Escalator The amount of your solar lease payment will increase: Annually Your solar lease payment amount will increase by the following amount 2.90% The first increase will occur with your 13th payment.</p>



Installation	<p>System location: rooftop Approximate Start Date: 60-120 days from the date the Agreement is signed. Approximate Completion Date: 60-120 days from the date of the Agreement is signed. PROVIDER is responsible for submitting a System interconnection application. Installer: Tesla Energy Operations, Inc. Address: 6800 Dumbarton Circle, Fremont, CA 94555 Tel.: 888-765-2489 Email: customercare@tesla.com</p>
System Size and Generation	<p>System Size: 4.25 kW DC Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: 4,563 kWh Estimated annual electricity production decrease due to natural aging of the System: 0.5% Estimated System Lifetime: 30 years</p>
Maintenance and Repairs	<p>System maintenance IS included for the term of the lease from Provider. You are required to perform the following system maintenance:</p> <ul style="list-style-type: none"> • Shade Management: Shading on your solar display dramatically reduces electricity production. Keep trees or other tall plants trimmed to prevent shade on your system. • Panel Cleaning: Cleaning your panels of debris can improve your system performance. Flushing the panels from the ground with a water hose can let more sunlight penetrate through the glass cover. <p>System repairs ARE included for the term of the lease from Provider or a third party (such as an installer or equipment manufacturer). If all system repairs are not included, you are required to perform the following system repairs: NONE Warranty is included with the contract for the full term. Maintenance/Repair Provider: Tesla Energy Operations, Inc. Address: 6800 Dumbarton Circle, Fremont, CA 94555 Tel.: 888-765-2489 Email: customercare@tesla.com</p>
Roof Warranty	<p>Your roof IS warranted against leaks from the system installation for the first 10 years. Your roof IS warranted against leaks caused by removal of the system for a period of 1 year(s) following system removal at the end of the Lease. Any portions of your roof impacted by the system WILL be substantially returned to their original condition following the removal of the system (ordinary wear and tear excepted)</p>
Length of Agreement and End of Contract Term	<p>The length of your solar lease is: 20 Years End of Contract Term Options</p> <ul style="list-style-type: none"> • If you are not in default under this Lease, you will have an option to purchase the System at the end of the Lease Term for \$5,572.60. • Tesla will remove the System at no additional cost to you. • You can upgrade to a new System with the latest solar technology under a new contract. • You may renew your Agreement for up to ten (10) years in two (2) five (5) year increments. <p>Otherwise, the Agreement will automatically renew for an additional one (1) year term at 10% less than the then-current average rate charges by your local utility.</p>
Early Termination and Selling Your Property	<p>Early Termination You have no early termination rights after the installation of your system.</p> <p>Selling Your Property If you sell your home, you MAY transfer this solar lease to the purchaser(s) of your home. If you may transfer the lease, the transfer will be subject to one or more of the following conditions:</p> <ul style="list-style-type: none"> • Credit check on the purchaser(s) <ul style="list-style-type: none"> ○ The Home Buyer meets Tesla's credit criteria ○ The Home Buyer is paying cash for your Home; or ○ If the Home Buyer does not qualify under (1) or (2), <ul style="list-style-type: none"> ▪ The Home Buyer qualifies for a mortgage to purchase your Home and either



	<ul style="list-style-type: none"> ▪ You or the Home Buyer pays us a \$250 credit exception fee. • Assumption of contract by purchaser(s) <p>If you sell your home, you may be permitted to move the solar system to a new home. See terms in your contract. You may prepay some or all of the lease balance as part of a transfer.</p>
Estimated Benefits	The rate at which you, the customer, are compensated for any electricity sold to the utility is determined by the NY Public Service Commission. It's currently a kWh bill credit for excess energy you generate valued at the same rate the utility charges for energy delivered to you. The rate is not guaranteed by Tesla.
Guarantees	<p>This contract does not guarantee savings.</p> <p>Lessor is providing you with a:</p> <ul style="list-style-type: none"> • Performance guarantee • System production guarantee <p>Underproduction or underperformance will be remedied as follows: Tesla will repair or replace any defective part and restore System performance. If at the end of each successive 24 month anniversary of your first monthly payment the cumulative Actual kWh generated by the System is less than 95% of the estimated kWh, then we will send you a refund check equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh.</p>
Data Sharing and Privacy Policy	The following data may be requested of your electric utility account data: annual consumption history, account/meter numbers, rate plan, and any other relevant information required to complete the interconnection process. This data authorization is valid for 6 months. Provider's Data Privacy Policy: www.tesla.com/legal
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider via phone at 1-888-765-2489, via email at customercare@tesla.com , or via mail at 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119.
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .
Other Important Terms	Provider WILL NOT take a security interest in your real property by terms of the lease (e.g. a lien on your home) Provider WILL file a fixture filing or a UCC-1 on the system (a public filing informing others that Provider owns the system, but does not put a lien on your home)
Preparer Name and Contact Information	Colleen Mooney Tel.: 888-765-2489 Email: customercare@tesla.com



Cal Lankton
 VP, Energy Sales and Operations

Signature of Provider Representative:

Date: 6/25/2018

Signature of Customer: _____

Date: _____





Customer Information

John Smith

**7434 A Post Road
Colonie, NY 12205
1112500726**

Salesperson

Colleen Mooney

Registration/License Number:

**30 A Post Road
Colonie, NY 12205**

Installation Location

**7434 A Post Road
Colonie, NY 12205**

Installer License

Tesla Energy Operations, Inc.

Here are the key terms of your SolarLease Agreement

\$0

Amount due at contract signing

Initial here _____

\$41.07

First year monthly payment
(Est. Price per kWh First Year: \$0.1080)

Initial here _____

2.90%

Annual Escalator

Initial here _____

20yrs

Agreement Term

Initial here _____

The Tesla Promise

- We provide a money-back energy performance guarantee.
- We guarantee that if you sell your Home, the buyer will qualify to assume your Agreement.....Initial here _____
- We warrant all of our roofing work.
- We restore your roof at the end of the Agreement.
- We warrant, insure and repair the System.Initial here _____
- We fix or pay for any damage we may cause to your property.
- We provide 24/7 web-enabled monitoring at no additional cost.
- The pricing in this Agreement is valid for 30 days after 6/25/2018.

Your Tesla Lease Agreement Details

Amount due at contract signing

\$0

Est. amount due at installation

\$0

Est. amount due at building inspection

\$0

Est. first year production

4,563 kWh

Your Choices at the End of the Initial Term:

- Tesla will remove the System at no additional cost to you.
- You can upgrade to a new System with the latest solar technology under a new contract.
- You may renew your Agreement for up to ten (10) years in two (2) five (5) year increments.
- Otherwise, the Agreement will automatically renew for an additional one (1) year term at 10% less than the then-current average rate charges by your local utility.

Your Prepayment Choices During the Term:

- If you move, you may prepay the remaining payments (if any) at a discount.

Your Purchase Choices at the End of the Initial Term:

- You may purchase the System for the amount set forth in Section 4(E) of the Agreement.



1. INTRODUCTION

This SolarLease® (this “Lease” or “Agreement”) is the agreement between you and Tesla, Inc. (together with its successors and assigns, “Tesla” or “we”), covering the lease to you of the solar panel system (the “System”) described below. The System will be installed by Tesla at the address you listed above. This Lease will refer to this address as the “Property” or your “Home.” This Lease is up to thirteen (13) pages long and has up to three (3) Exhibits depending on the state where you live. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Tesla provides you with a Performance Guarantee and Limited Warranty (the “Limited Warranty”). The Limited Warranty is attached as **Exhibit 2**. Tesla will also provide you with a System user manual entitled “Solar Operation and Maintenance Guide” (the “Guide”), that contains important operation, maintenance and service information. This is a legally binding agreement, so please read everything carefully including all of the exhibits. If you do not meet your contract obligations under this Lease, you may lose your rights to the System. If you have any questions regarding this Lease, please ask your Tesla sales consultant.

THIS AGREEMENT SUPERSEDES ALL PRIOR EXISTING CONTRACTS BETWEEN YOU AND TESLA THAT PERTAIN TO THE “SYSTEM” DEFINED IN THIS AGREEMENT.

2. LEASE TERM

Tesla agrees to lease you the System for **20** years (240 full calendar months), plus, if the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the Interconnection Date. We refer to this period of time as the “Lease Term.” The Lease Term begins on the Interconnection Date. The Interconnection Date is the date that the System is turned on and generating power. Tesla will notify you by email when your System is ready to be turned on.

3. SYSTEM DESCRIPTION

Lease and installation of a 4.25 kW DC photovoltaic system consisting of PV modules, corresponding inverter(s) and a mounting system designed for installation and operation at your Home.

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4. LEASE PAYMENTS; AMOUNTS

A. Amounts Due at Lease Signing, Installation and Building Inspection:

Payments Due at Signing:

Amount Due at Lease Signing: \$0.00

Delivery/Installation Fee: \$0.00

Total Due at Lease Signing \$0.00

Payments Due at Installation: \$0.00

Payments Due after Building Inspection: \$0.00

B. Monthly Payments:

Your first monthly payment is \$41.07, followed by 11 monthly payments of \$41.07 each, followed by 12 monthly payments of \$42.26 each, followed by 12 monthly payments of \$43.49 each, followed by 12 monthly payments of \$44.75 each, followed by 12 monthly payments of \$46.05 each, followed by 12 monthly payments of \$47.39 each, followed by 12 monthly payments of \$48.76 each, followed by 12 monthly payments of \$50.17 each, followed by 12 monthly payments of \$51.62 each, followed by 12 monthly payments of \$53.12 each, followed by 12 monthly payments of \$54.66 each, followed by 12 monthly payments of \$56.25 each, followed by 12 monthly payments of \$57.88 each, followed by 12 monthly payments of \$59.56 each, followed by 12 monthly payments of \$61.29 each, followed by 12 monthly payments of \$63.07 each, followed by 12 monthly payments of \$64.90 each, followed by 12 monthly payments of \$66.78 each, followed by 12 monthly payments of \$68.72 each, followed by 12 monthly payments of \$70.71 each.

Your total lease payments, excluding tax, are **\$13,110.00**. Your estimated average monthly tax payments are \$0.00.

Your first Monthly Payment is due on the first day of the first full calendar month following the Interconnection Date. After your first Monthly Payment, future Monthly Payments (and any applicable taxes) are due on the first day of the calendar month.



C. Other Charges:

If you make your Monthly Payments by allowing us to automatically debit your checking or savings account, then you will receive a discount of \$7.50 on your Monthly Payments. The Monthly Payments listed above reflect this discount. If you do not allow the automatic debit, this discount will not be applied to your Monthly Payments and each Monthly Payment will be \$7.50 greater.

D. Total of Payments (A+B+C) = \$13,110.00

This is the total amount you will have paid by the end of this Lease by making 240 payments in total. It includes the Monthly Payments stated above and estimated taxes of \$0.

E. Purchase Option At End of Lease Term:

If you are not in default under this Lease, you will have an option to purchase the System at the end of the Lease Term for \$5,572.60.

F. Other Important Terms:

See Section 2 above for additional information on the Lease Term and also see below for additional information on termination, purchase options, renewal options, maintenance responsibilities, warranties, late and default charges and prohibition on assignment without Tesla's consent. Payments due upon installation are due immediately prior to commencement of installation.

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5. AGREEMENT TO ARBITRATE.

Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

You agree to:

- (i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Tesla installed it;
- (iii) keep the panels clean, pursuant to the Limited Warranty and the Guide;
- (iv) not modify your Home in a way that shades the System;
- (v) be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way, prior work you have done on your home that was not permitted);
- (vi) not remove any markings or identification tags on the System;
- (vii) permit Tesla, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (viii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (ix) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (x) notify Tesla if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your power supplier;
- (xi) have anyone who has an ownership interest in your Home sign this Lease;
- (xii) return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and
- (xiii) maintain and make available, at your cost, a functioning indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and

6. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance



standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by Tesla to communicate wirelessly with the system's inverter (typically this is 80 feet, but may depend on site conditions). See Section 2(c)(ii) of the Limited Warranty for details; and

- (xiv) if your home is governed by a home owner's association or similar community organization, obtain all approvals and authorizations for the System required by that organization and advise us of any requirements of that organization that will otherwise impact the System, its installation or operation.

(b) System Construction, Repair, Insurance and Tesla's obligations:

Tesla agrees to:

- (i) schedule the installation of the System at a mutually convenient date and time;
- (ii) construct the System according to written plans you review;
- (iii) provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;
- (iv) notify you if the System design has to be materially changed so that you can review any such changes;
- (v) clean up after ourselves during the construction of the System;
- (vi) insure our actions, covering damages to your property caused by faulty installation, System malfunction or manufacturing defects;
- (vii) not be a loss payee (or named insured) on the insurance policy covering your Home;
- (viii) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (ix) create a priority stream of operation and maintenance payments to provide enough cash flow in our financing transactions to

pay for the Limited Warranty obligations and the repair and maintenance of the System in accordance with this Lease even if Tesla ceases to operate; and

- (x) not put a lien on your Home or Property.

(c) Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to the Limited Warranty.

(d) Automatic Payment; Fees; Late Charges

In addition to the other amounts you agree to pay in this Lease, you agree to pay the following:

- (i) Automatic Payment Discount: If you make your Monthly Payments by allowing us to automatically debit your checking or savings account, then you will receive a discount of \$7.50 on your Monthly Payments. The Monthly Payments listed in Section 4 of this Agreement reflect this discount. If you do not allow the automatic debit, this discount will not be applied to your Monthly Payments and each Monthly Payment will be \$7.50 greater. Please contact our Customer Care team (888-765-2489) if you wish to set up automatic debits from your checking or savings account to make your Monthly Payments;

I acknowledge I have read Section 6(d)(i)
Customer's initials: _____

- (ii) Returned Check Fee: \$25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and
- (iii) Late payments: accrue interest at twelve percent (12%) annually or the maximum allowable by applicable law.

(e) Insurance

Tesla shall insure the System against all damage or loss unless (i) that damage or loss is caused by your gross negligence; or (ii) that damage or loss



is caused by ball strikes; or (iii) you intentionally damage the System.

(f) Estimated Taxes

You agree to pay any applicable sales or use taxes on the Monthly Payments due under this Lease. If this Lease contains a purchase option at the end of the Lease Term, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable property taxes on the System that your local jurisdiction may levy. The total estimated amount you will pay for taxes over the Lease Term is **\$0**.

(g) No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without Tesla's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Tesla's property.

(h) Access to the System

(i) You grant to Tesla and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing Tesla's rights as to this Lease and the System; (C) installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after this Lease expires to provide Tesla with time to

remove the System at the end of the Lease Term. Tesla shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

(ii) During the time that Tesla has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture, but Tesla has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.

(i) Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Tesla, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify Tesla for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Lease.

(j) Monthly Payments

The Monthly Payments section (Section 4(B)) describes your monthly payment obligations under this Lease. YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS



AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 7, 24, 25, AND ON THE ATTACHED EXHIBIT YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

- (k) You authorize Tesla, or its designee, to obtain your credit report now and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with Tesla's financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.

7. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM

(a) Tesla's Obligation to Install and Lease

Tesla's obligations to install and lease the System are conditioned on the following items having been completed to its reasonable satisfaction:

- (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) approval of this Lease by Tesla's financing partner(s);
- (iii) your meeting Tesla's credit criteria;
- (iv) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payment amounts set forth in this Lease;
- (v) confirmation that Tesla will obtain all applicable benefits referred to in Section 10;
- (vi) receipt of all necessary zoning, land use and building permits; and
- (vii) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree or roof repairs necessary to enable Tesla to safely install the System); and
- (viii) if your home is governed by a home owner's association or similar community organization, your receipt of all approvals and authorizations for the System required by that organization and advising us of any requirements of that organization that will otherwise impact the System, its installation or operation.

Tesla may terminate this Lease without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vi) will not be satisfied for reasons beyond its reasonable control. Once Tesla starts installation, however, it may not terminate this Lease for the failure to satisfy conditions (i) through (vi) above.

(b) Amendments, Your Right to Terminate for Material Changes.

Both parties will have the right to terminate this Lease, without penalty or fee, if Tesla determines after the engineering site audit of your Home that it has misestimated by more than ten percent (10%) any of (i) the System size, (ii) the System's total cost or (iii) the System's annual production. Such termination right will expire at the **earlier** of (A) one (1) week prior to the scheduled System installation date and (B) sixty (60) days after we inform you in writing of the revised size, cost or production estimate. If you do not terminate this Lease or return the written amendment described below within this time period, then this Lease will automatically terminate and we will charge you a \$250 cancellation fee. Changes of more than 10% in the System size, total cost or annual production will be documented in an amendment to this Lease. You authorize Tesla to make corrections to the utility paperwork to conform to this Lease or any amendments to this Lease we both sign.



8. WARRANTY

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 2**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

9. TRANSFER

Tesla works with banks, large companies and other significant financing partners to finance your System. As a result, Tesla will assign this Lease to one of its financing partners. Tesla may assign, sell or transfer the System and this Lease, or any part of this Lease or the exhibits, without your consent. Assignment, sale or transfer generally means that Tesla would transfer certain of its rights and certain of its obligations under this Lease to another party. This assignment does not change Tesla's obligation to maintain and repair your System as set forth in the Limited Warranty.

10. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the System is Tesla's personal property under the Uniform Commercial Code. You understand and agree that this is a lease and not a sale agreement. Tesla owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Tesla, and shall at your expense protect and defend Tesla against the same.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF TESLA, USABLE AT ITS SOLE DISCRETION. TESLA SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL

SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH TESLA SO THAT IT MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO TESLA.

11. PURCHASING THE SYSTEM PRIOR TO THE END OF THE LEASE TERM

If you are not in default under this Lease, you will have an option to purchase the System at the end of the Lease Term for \$5,572.60.

12. RENEWAL

If you are in compliance with your Lease, you have the option to renew your Lease for up to ten (10) years in two (2) five (5) year renewal periods. We will send you renewal forms three (3) months prior to the expiration of the Lease Term, which forms shall set forth the new Monthly Payments due under the renewed Lease, based on our assessment of the then current fair market value of the System. If you want to renew, complete the renewal forms and return them to us at least one (1) month prior to the expiration of the Lease Term. In the event that you respond that you do not agree to the new Monthly Payments, the Lease shall expire by its terms on the termination date. If you don't send us anything in writing after we send you the renewal forms, then this Lease shall renew for an additional one (1) year term at ten percent (10%) less than the then-current average rate charged by your local utility and shall



continue to renew for one (1) year terms at that same rate until (i) you give us notice at least thirty (30) days prior to a renewal term that you do not wish to renew; or (ii) we send you a notice terminating the Lease.

13. SELLING YOUR HOME

(a) If you sell your Home you can:

(i) Transfer this Lease and the Monthly Payments.

The person buying your Home (the “Home Buyer”) can sign a transfer agreement assuming all of your rights and obligations under this Agreement by qualifying in one of three ways:

- 1) The Home Buyer meets Tesla’s credit criteria;
- 2) The Home Buyer is paying cash for your Home; or
- 3) If the Home Buyer does not qualify under (1) or (2), the Home Buyer qualifies for a mortgage to purchase your Home and either you or the Home Buyer pays us a \$250 credit exception fee.

(ii) Move the System to Your New Home.

If you are moving to a new home in the same utility district, then where permitted by the local utility, the System can be moved to your new home pursuant to the Limited Warranty. You will need to pay all costs associated with relocating the System, execute and provide the same access and ownership rights as provided for in this Lease and provide any third party consents or releases required by Tesla in connection with the substitute premises.

(iii) Prepay this Lease and Transfer only the Use of the System.

At any time during the Lease Term, if the person buying your home does not meet Tesla’s credit requirements, but still wants the System, then you can (A) prepay the payments remaining on the Lease (See Section 17(i)(i) and (ii)), (B) add the cost of the Lease to the price of your home; and (C) have the person buying your Home sign a

transfer agreement to assume your rights and non-Monthly Payment obligations under this Lease. The System stays at your Home, the person buying your Home does not make any Monthly Payments and has only to comply with the non-Monthly Payment portions of this Lease.

- (b) You agree to give Tesla at least fifteen (15) days but not more than three (3) months’ prior written notice if you want someone to assume your Lease obligations. In connection with this assumption, you, your approved buyer and Tesla shall execute a written transfer of this Lease. Unless we have released you from your obligations in writing, you are still responsible for performing under this Lease. If your buyer defaults on this Lease and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Lease in writing once we have a signed transfer agreement with the person buying your Home (provided such person has been approved as a transferee by Tesla in writing).
- (c) If you sell your Home and can’t comply with any of the options in subsection (a) above, you will be in default under this Lease. Section 13(a) includes a Home sale by your estate or heirs.
- (d) Free Assumability. This agreement is free of any restrictions that would prevent the homeowner from freely transferring their Property. In the event of a foreclosure on the Property, your lender has the right (but not the obligation) to do ONE of the following:
- (i) terminate this Agreement and require Tesla to remove the System subject to your obligations under Sections 16 and 17;
 - (ii) become a beneficiary (but not obligor) of your Agreement free of charge (i.e., receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you – if you don’t make timely payment you will be in default under Section 16 and Tesla can terminate, remove the System and take all other remedies it has under Section 17);



- (iii) enter into a new Agreement with Tesla on terms no less favorable than the current Agreement; or
- (iv) require transfer of the Agreement under Section 13 to a subsequent purchaser of the Property.

Tesla will not prohibit the sale, conveyance or refinancing of the Property. Tesla may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves their rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. Tesla shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. Tesla shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.

- (e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT SUBLEASE, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

14. LOSS OR DAMAGE

- (a) Unless you are grossly negligent, you intentionally damage the System, or damage or loss to the System is caused by ball strikes, Tesla will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Lease, no loss, damage, theft or destruction will excuse you from your obligations under this Lease, including Monthly Payments.
- (b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Lease, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Lease and, cooperate with Tesla, at Tesla's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

15. LIMITATION OF LIABILITY

(a) No Consequential Damages

EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS LEASE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR PURPOSES OF THIS SECTION 15, YOU AGREE THAT ANY REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT CONSTITUTE DIRECT, ACTUAL DAMAGES.

(b) Actual Damages

Except for claims under Section 6(i), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 17(i). Damages to your Home, belongings or property resulting from the installation or operation of the System are covered in Section 6(c) of the Limited Warranty.

16. DEFAULT

You will be in default under this Lease if any one of the following occurs:

- (a) you fail to make any payment when it is due and such failure continues for a period of ten (10) days;
- (b) you fail to perform any material obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- (c) you or your guarantor have provided any false or misleading financial or other information to obtain this Lease;
- (d) you assign, transfer, encumber, sublet or sell this Lease or any part of the System without Tesla's prior written consent; or
- (e) you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it



a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

17. REMEDIES IN CASE OF DEFAULT

If this Lease is in default (including if you cancel this Lease after we commence construction (i.e., any work for the System) at your home) we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may, to the fullest extent permitted by law:

- (a) terminate this Lease and your rights to possess and use the System;
- (b) suspend our performance under this Lease;
- (c) take any reasonable action to correct your default or to prevent our loss (including charging you for work performed); any amount we pay will be added to the amount you owe us and will be immediately due;
- (d) require you, at your expense, to return the System or make it available to us in a reasonable manner;
- (e) proceed, by appropriate action, to enforce performance of this Lease and to recover damages for your breach;
- (f) disconnect, turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
- (g) report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- (h) charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- (i) recover from you (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the unpaid balance of the aggregate rent, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit

equal to thirty percent (30%) of the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 10 of this Lease (Tesla shall furnish you with a detailed calculation of such compensation if such a claim is made); or

- (j) use any other remedy available to us in this Lease or by law.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, Tesla does not give up its right to use another remedy. By deciding not to use any remedy should this Lease be in default, Tesla does not give up our right to use that remedy in case of a subsequent default.

We may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Lease as required.

I acknowledge I have read this Section 17.

Customer's initials: _____

18. SYSTEM REMOVAL: RETURN

At the end of the Term or the termination of this Lease, if you have not renewed this Lease or exercised your purchase option (if any) and you have not defaulted, then within ninety (90) days you agree to call Tesla at the telephone number listed in Section 7 of Exhibit 2 to schedule a convenient time for Tesla to remove the System from your Home at no cost to you.

19. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Lease, including but not limited to any remedies listed in this Lease, or to require performance by the other party of any of the provisions of this Lease, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Lease.



20. PRIVACY

The Tesla Customer Privacy Policy (www.tesla.com/legal) is part of this Agreement.

21. NOTICES

All notices under this Lease shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Lease at the addresses set forth in this Lease or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.

22. APPLICABLE LAW; ENTIRE AGREEMENT; CHANGES

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. Only an authorized officer of Tesla may execute any change to this Lease on behalf of Tesla. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

23. CANCELLATION FEE.

IF YOU CANCEL THIS AGREEMENT PURSUANT TO SECTION 25(B) OR THIS AGREEMENT AUTOMATICALLY TERMINATES PURSUANT TO SECTION 7(B), THEN WE WILL CHARGE YOU A CANCELLATION FEE OF \$250.

24. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT.

- **Exhibit 1:**
Notice of Cancellation (10 Day Right to Cancel)
- **Exhibit 2:**

- Performance Guarantee and Limited Warranty
- **Exhibit 3:**
State Specific Provisions (if applicable)
- Schedule A (Detailed System Description)
- Agreement Amendment
- Solar Operation and Maintenance Guide

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25. **NOTICE OF RIGHT TO CANCEL**
YOU MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.

26. **ADDITIONAL RIGHTS TO CANCEL**
IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS LEASE UNDER SECTIONS 7 AND 25, YOU MAY ALSO CANCEL THIS LEASE (A) AT NO COST AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT AND (B) AT ANY TIME PRIOR TO COMMENCEMENT OF CONSTRUCTION ON YOUR HOME.

27. **Pricing**

The pricing in this Lease is valid for 30 days after 6/25/2018. If you don't sign this Lease and return it to us on or prior to 30 days after 6/25/2018, Tesla reserves the right to reject this Lease unless you agree to our then current pricing.

By signing below, I agree that Tesla can contact me for telemarketing and informational purposes via call or text using automated technology and/or pre-recorded messages using the phone number(s) I provided that are listed on the first page of this contract. I understand that consent is not a condition of purchase. You may opt-out of this authorization at any time by calling us at: 888-765-2489 or sending us written notice and mailing it to: Tesla, Attention: Phone Authorization Opt-Out, 6800 Dumbarton Circle, Fremont, CA 94555.

I have read this Lease (INCLUDING THE AGREEMENT TO ARBITRATE) and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Lease.

Customer's Name: John Smith

Signature: _____

Date: _____

Customer's Name:

Signature: _____

Date: _____

SolarLease Agreement

Tesla Approved



Cal Lankton
VP, Energy Sales and Operations

Date: 6/25/2018



**EXHIBIT 1 (TESLA COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE
Notice of Cancellation**

Date of Transaction:

You may CANCEL this transaction, without any penalty or obligation, within TEN BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Tesla) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla) regarding the return shipment of the goods at the seller's (Tesla's) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla), or if you agree to return the goods to the seller (Tesla) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tesla, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 NOT LATER THAN MIDNIGHT of

I, _____, hereby cancel this transaction on _____ [Date].

Customer's Signature:

Customer's Signature:



**EXHIBIT 1 (CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction:

You may **CANCEL** this transaction, without any penalty or obligation, within **TEN BUSINESS DAYS** from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within **TEN DAYS** following receipt by the seller (Tesla) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla) regarding the return shipment of the goods at the seller's (Tesla's) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) does not pick them up within **20 days** of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla), or if you agree to return the goods to the seller (Tesla) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tesla, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 **NOT LATER THAN MIDNIGHT** of

I, _____, hereby cancel this transaction on _____ [Date].

Customer's Signature:

Customer's Signature:



Exhibit 2

PERFORMANCE GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Performance Guarantee and Limited Warranty (this “Limited Warranty”) is Tesla’s agreement to provide you warranties on the System you leased. The System will be professionally installed by Tesla at the address you listed in the Lease. We will refer to the installation location as your “Property” or your “Home.” This Limited Warranty begins when we start the survey of your Home for the System.

2. LIMITED WARRANTIES, PERFORMANCE GUARANTEE

(a) Limited Warranties

(i) System Warranty

Under normal use and service conditions the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components, for the full Term;

(ii) Roof Warranty

All roof penetrations we make for your System will be watertight. This warranty will run the longer of (a) the first ten (10) years of the Term or (b) the length of any existing installation warranty or new home builder performance standard for your roof;

(iii) Damage Warranty

We will repair damage we cause to your Home, your belongings or your property or pay you for the damage we cause, as limited by Section 7, for the full Term (except damages that result from our roof penetrations, which damages are covered for the first ten (10) years of the Term).

Under each of these warranties Tesla will repair or replace any damage, defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. Tesla may use new or reconditioned parts when making repairs or replacements. Tesla may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Tesla’s discretion.

(b) Performance Guarantee

(i) Power Production Guarantee

Tesla guarantees that during the Lease Term the System will generate kilowatt-hours (kWh) as set forth in the table below and calculated as follows. To calculate the guaranteed amount of kWh for an applicable two-year period (“Guaranteed kWh”) we will take the applicable year’s Total kWh in the chart below minus the Total kWh from two years prior, also as indicated in the chart below:



Year	Total kWh	Guaranteed Price/kWh	
2	8,648	0.11169	
4	17,211	0.11946	
6	25,687	0.12776	
8	34,080	0.13664	
10	42,388	0.14614	
12	50,614	0.15630	
14	58,757	0.16716	
16	66,820	0.17878	
18	74,801	0.19121	
20	82,704	0.20450	

A. If at the end of each successive 24 month anniversary of your first monthly payment the cumulative Actual kWh (defined below) generated by the System is less than the Guaranteed kWh, **then we will send you a refund check** equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh (defined below). Your cumulative Actual kWh is dependent on a shading percentage of 12.00% on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

For example, if the first 24 month period commences on October 1, 2013 and ends on September 30, 2015, and the energy the System was supposed to generate is less than the energy the system was guaranteed to generate during such 24 month period, we will pay you the difference in the Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy price per kWh within thirty (30) days after we receive your request. See the table below for a real world example.

Example Guaranteed kWh	Example Actual kWh	Example Guaranteed \$/kWh Energy Price	Example Payment to You
10,000	9,500	\$0.10	\$50.00

B. If at the end of each successive 24 month anniversary of your first monthly payment the Actual kWh is **greater** than the Guaranteed kWh during any 24 month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If over the course of the Term your System produces more energy than the Guaranteed Output then this additional energy is yours at no additional cost.

“**Actual kWh**” means the AC electricity produced by your System in kilowatt-hours measured and recorded by Tesla during each successive 24 month anniversary of your first monthly payment. To measure the Actual kWh we will use the PowerGuide Solar Monitoring Service or to the extent such services are not available, we will estimate the Actual kWh by reasonable means.



“**Guaranteed Energy Price per kWh**” is set out in the table immediately after the first paragraph in Section 2(b)(i) above.

(ii) PowerGuide™ Solar Monitoring

During the Lease Term, we will provide you at no additional cost our PowerGuide Solar Monitoring Service (“PowerGuide”). PowerGuide is a proprietary monitoring system designed and installed by Tesla that captures and displays historical energy generation data over an Internet connection and consists of hardware located on site and software hosted by Tesla. If your System is not operating within normal ranges, PowerGuide will alert us and we will remedy any material issues promptly.

(c) Maintenance and Operation

(i) General

When the System is installed Tesla will provide you with a copy of its Solar Operation and Maintenance Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information. If we install a safety anchor in your roof during the installation of the System, we will leave this anchor installed for our future use throughout the installation and operation of your System. This safety anchor is for our use only. You are not authorized to use this anchor.

(ii) PowerGuide

PowerGuide requires a high speed Internet line to operate. Therefore, during the Lease Term, you agree to maintain the communication link between PowerGuide and the System and between PowerGuide and the Internet. You agree to maintain and make available, at your cost, a functioning indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by Tesla to communicate wirelessly with the system's inverter (typically this is 80 feet, but may depend on site conditions). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line then (A) we will not be able to monitor the System and provide you with the Power Production Guarantee or provide PowerGuide; and (B) you will be required to provide Tesla with annual production information from your inverter.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

- A. emailing us at the email address in Section 7 below;
- B. writing us a letter and sending it overnight mail with a well-known service; or
- C. sending us a fax at the number in Section 7 below.

(ii) Transferable Limited Warranty

Tesla will accept and honor any valid and properly submitted Warranty claim made during any Lease Term by any person who either purchases the System from you or to whom you properly transfer the Lease.

(e) Exclusions and Disclaimer

The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than Tesla or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce power not caused by Tesla or its approved service providers while servicing the System (e.g. if a tree falls on the System we will replace the System per the Lease, but we will not repay you for power it did not produce);



- (iii) your failure to perform, or breach of, your obligations under the Lease (e.g. you modify or alter the System);
- (iv) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Solar Operation and Maintenance Guide;
- (v) any Force Majeure Event (as defined below);
- (vi) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (vii) any system failure or lost production not caused by a System defect (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (viii) theft of the System (e.g. if the System is stolen we will replace the System per the Lease, but we will not repay you for the power it did not produce);
- (ix) damage to your Home, belongings or property that results from our roof penetrations after the end of the Roof Warranty; and
- (x) damage or loss to the System due to ball strikes.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

Snow or ice may accumulate on rooftops and on solar panels during snow storms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. If and when conditions safely allow you to remove accumulated snow or ice, you should do so to reduce the likelihood of it sliding or falling. **TESLA MAKES NO WARRANTY REGARDING AND HAS NO RESPONSIBILITY FOR SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM. YOU ARE FULLY RESPONSIBLE FOR ADDRESSING ANY SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM.**

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(a) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY TESLA WITH RESPECT TO THE SYSTEM. TESLA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. TESLA'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR, REMOVAL AND REINSTALLATION, OR RELOCATION

- (a) **Repair.** You agree that if (i) the System needs any repairs that are not the responsibility of Tesla under this Limited Warranty, (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home or (iii) the



System is being relocated to another home you own pursuant to the Lease, you will have Tesla, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation.

- (b) **Removal and Reinstallation/Relocation.** Tesla will remove the System from your roof while roof repairs are being made and reinstall the System after roof repairs are completed for a competitive price. If your roof is being replaced because it is at the end of its natural life, then Tesla will perform the removal and reinstallation for a competitive price. You will need to provide storage space for the System during any such time. Where permitted under the Lease, Tesla will relocate the System to your new home for a competitive price. If we reinstall your System, the Roof Warranty will restart at the completion of reinstallation and run for ten (10) years from reinstallation.
- (c) **Return.** If at the end of the Term you want to return the System to Tesla under Section 18 of the Lease then Tesla will remove the System at no cost to you. Tesla will remove the System without damaging your property, including the posts, waterproofing the post area and return the roof as close as is reasonably possible to its original condition on an architecturally consistent basis before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). Tesla will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with Tesla in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Tesla is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Tesla will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) Tesla, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) Tesla's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and
- (c) No Tesla obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Tesla's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Tesla's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Tesla including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Tesla or under its control.

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(b) AND 6(c) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL TESLA OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties



ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Tesla's total liability arising out of relating to this Limited Warranty shall in no event:

- (i) For System Replacement: exceed the greater of (a) the sum of the Lease payments over the Term of the Lease; and (b) the original cost of the System; and
- (ii) For damages to your Home, belongings and property: exceed two million dollars (\$2,000,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Lease to the addresses listed below:

TO TESLA: Tesla
6800 Dumbarton Circle
Fremont, CA 94555
Attention: Warranty Claims
Telephone: 650-638-1028
Facsimile: 650-638-1029
Email: customercare@tesla.com

TO YOU: At the billing address in the Lease or any subsequent billing address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Tesla may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Tesla's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who leases the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Lease. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.



**STATE SPECIFIC EXCEPTIONS, TERMS AND CONDITIONS
NEW YORK**

The second paragraph of Section 10 of the Agreement is replaced in its entirety with the following:

You will have all rights to and title in any solar renewable energy credits (SRECs) that may be associated with the electric power generated by the System. The term solar renewable energy credits shall be defined by New York State law. You acknowledge that as of the date of this agreement no such rights currently exist or are defined by New York State law. If and when such rights exist and are defined by New York State law, it is possible that in order for the System to generate SRECs, the System may need to be certified as a solar renewable energy facility under applicable laws or Tesla may need to make other similar filings. Your failure to cooperate with Tesla in obtaining such certification or similar filing will relieve Tesla of any and all obligation to certify the System, or to generate and transfer ownership of any SRECs associated with the System. Excluding any SRECs associated with the electric power generated by the System that you elect to receive in accordance with this Section 10, YOU UNDERSTAND AND AGREE THAT ANY AND ALL (i) TAX CREDITS (OTHER THAN THE NEW YORK STATE INCOME CREDIT AVAILABLE UNDER AB-34, WHICH SUCH TAX CREDIT ACRUES TO YOU) (ii) TAX INCENTIVES, (iii) RENEWABLE ENERGY CREDITS, GREEN TAGS, OR CARBON OFFSET CREDITS, (iv) UTILITY REBATES, OR (v) ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF TESLA, USABLE AT ITS SOLE DISCRETION. TESLA SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE, EXCEPT TO THE EXTENT SUCH ENJOYMENT OR USE WOULD INVOLVE THE SALE, USE OR CLAIM OF THE SRECS ASSOCIATED WITH THE GENERATION FROM THE SYSTEM. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS RETAINED BY TESLA. EXCLUDING THE NEW YORK STATE INCOME CREDIT AVAILABLE UNDER AB-34, AND ANY SRECS ASSOCIATED WITH THE GENERATION FROM THE SYSTEM THAT YOU ELECT TO RECEIVE IN ACCORDANCE WITH THIS SECTION 10, YOU AGREE TO REASONABLY COOPERATE WITH TESLA SO THAT IT MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR THE SYSTEM OR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO TESLA.



Disclosures required by the Uniform Business Practices for Distributed Energy Resource Suppliers:

1. You have rights under the Home Energy Fair Practices Act (HEFPA). Please go to http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf to learn more about these rights.
2. If you have a dispute, you may contact the New York Department of Public Service at <http://www.dps.ny.gov/> or 1-800-342-3377.
3. Loss analysis: The estimated deviation of your System from its Total Solar Resource Fraction is 83.4%. The Total Solar Resource Fraction is the amount of sunlight the measured area will receive over a year.
4. The rate at which you, the customer, are compensated for any electricity sold to the utility is determined by the NY Public Service Commission. It's currently a kWh bill credit for excess energy you generate valued at the same rate the utility charges for energy delivered to you. The rate is not guaranteed by Tesla.
5. Installation timeline:
Approximate start date: 60-120 days from the date of this Agreement
Approximate end date: 60-120 days from the date of this Agreement



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Provider	Provider: Tesla, Inc. Address: 3500 Deer Creek Road, Palo Alto, CA 94304 Tel.: 888-518-3752 Email: customercare@tesla.com
Customer Information and Distribution Utility	Customer: John Smith System Installation Address: 7434 A Post Road, Colonie, NY 12205 Customer Mailing Address: 7434 A Post Road, Colonie, NY 12205 Email: 54393email@gmail1.com Electric Utility: National Grid (Niagara Mohawk)
Overview	This document describes your Solar Power Purchase Agreement (PPA). In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement. You are entering into an agreement to purchase power not a solar system. You will not own the solar system installed on your property.
Price, Fees, and Charges	Electricity Rate and Term Your rate per kilowatt-hour (kWh) for the power produced: 10.80 ¢ Your estimated first year production: 4,563 kWh Amount Due Up-Front Amount you owe Provider at PPA signing: \$0.00 Amount you owe Provider at installation: \$0.00 Amount you owe Provider at building inspection: \$0.00 Total up-front payments you owe Provider: \$0.00 Other Possible Charges Late Charge: Late Payments accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable by applicable law Estimated System Removal Fee: Provider will remove the System from your roof while roof repairs are being made and reinstall for a competitive price. UCC Notice Removal and Re-filing Fee: If you refinance your mortgage, you will not have to pay to have the UCC-1 financing statement or fixture filing removed. Non-Connection to Internet: If you do not maintain a high-speed internet connection, we will not be able to monitor the System and provide you with performance guarantee or provide PowerGuide and Tesla will be required to estimate your power usage as set forth in the PPA. Automatic Bank Withdrawals (ACH): You will receive a discount of \$7.50 if using automatic bank withdrawals. The electricity rate listed above reflect this discount. Number of Monthly Payments 240 monthly payments When Payments Are Due Your first Monthly Payment is due on the first day of the second full calendar month following the Interconnection Date. Provider will provide you with: Electronic Invoices (sent to your email address above) PPA Payment Escalator The amount of your electricity rate per kWh will increase: Annually Your electricity rate per kWh will increase by the following amount: 2.90% The first increase will occur with your 13th payment.
Installation	System location: rooftop Approximate Start Date: 60-120 days from the date the Agreement is signed. Approximate Completion Date: 60-120 days from the date of the Agreement is signed. PROVIDER is responsible for submitting a System interconnection application. Installer: Tesla Energy Operations, Inc. Address: 6800 Dumbarton Circle, Fremont, CA 94555



	<p>Tel.: 888-765-2489 Email: customercare@tesla.com</p>
<p>System Size and Generation</p>	<p>Estimated System Size: 4.25 kW DC The exact system size will be described in the Detailed System Description provided with your final design. Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: 4,563 kWh Estimated annual electricity production decrease due to natural aging of the System: 0.5% Estimated System Lifetime: 30 years</p>
<p>Maintenance and Repairs</p>	<p>System maintenance IS included for the term of the PPA from Provider. You are required to perform the following system maintenance:</p> <ul style="list-style-type: none"> • Shade Management: Shading on your solar display dramatically reduces electricity production. Keep trees or other tall plants trimmed to prevent shade on your system. • Panel Cleaning: Cleaning your panels of debris can improve your system performance. Flushing the panels from the ground with a water hose can let more sunlight penetrate through the glass cover. <p>System repairs ARE included for the term of the PPA from Provider or a third party (such as an installer or equipment manufacturer). If all system repairs are not included, you are required to perform the following system repairs: NONE Warranty is included with the contract for the full term. Maintenance/Repair Provider: Tesla Energy Operations, Inc. Address: 6800 Dumbarton Circle, Fremont, CA 94555 Tel.: 888-765-2489 Email: customercare@tesla.com</p>
<p>Roof Warranty</p>	<p>Your roof IS warranted against leaks from the system installation for the first 10 years. Your roof IS warranted against leaks caused by removal of the system for a period of 1 year(s) following system removal at the end of the Agreement. Any portions of your roof impacted by the system WILL be substantially returned to their original condition following the removal of the system (ordinary wear and tear excepted)</p>
<p>Length of Agreement and End of Contract Term</p>	<p>The length of your solar agreement is: 20 Years End of Contract Term Options</p> <ul style="list-style-type: none"> • If you are not in default under this Agreement, you will have an option to purchase the System at the end of the Term for Fair Market Value • Tesla will remove the System at no additional cost to you. • You can upgrade to a new System with the latest solar technology under a new contract. • You may renew your Agreement for up to ten (10) years in two (2) five (5) year increments. <p>Otherwise, the Agreement will automatically renew for an additional one (1) year term at 10% less than the then-current average rate charges by your local utility.</p>
<p>Early Termination and Selling Your Property</p>	<p>Early Termination You have no early termination rights after the installation of your system. Selling Your Property If you sell your home, you MAY transfer this PPA to the purchaser(s) of your home. If you may transfer the PPA, the transfer will be subject to one or more of the following conditions:</p> <ul style="list-style-type: none"> • Credit check on the purchaser(s) <ul style="list-style-type: none"> ○ The Home Buyer meets Tesla’s credit criteria ○ The Home Buyer is paying cash for your Home; or ○ If the Home Buyer does not qualify under (1) or (2), <ul style="list-style-type: none"> ▪ The Home Buyer qualifies for a mortgage to purchase your Home and either ▪ You or the Home Buyer pays us a \$250 credit exception fee. • Assumption of contract by purchaser(s) <p>If you sell your home, you may be permitted to move the solar system to a new home. See</p>



	<p>terms in your contract.</p> <p>You may also have the options to purchase the system or prepay some or all of the balance as part of a transfer.</p>
Estimated Benefits	<p>The rate at which you, the customer, are compensated for any electricity sold to the utility is determined by the NY Public Service Commission. It's currently a kWh bill credit for excess energy you generate valued at the same rate the utility charges for energy delivered to you. The rate is not guaranteed by Tesla.</p>
Guarantees	<p>This contract does not guarantee savings.</p> <p>Provider is providing you with a:</p> <ul style="list-style-type: none"> • Performance guarantee <p>Underproduction or underperformance will be remedied as follows: Tesla will repair or replace any defective part and restore System performance.</p>
Data Sharing and Privacy Policy	<p>The following data may be requested of your electric utility account data: annual consumption history, account/meter numbers, rate plan, and any other relevant information required to complete the interconnection process. This data authorization is valid for 6 months.</p> <p>Provider's Data Privacy Policy: www.tesla.com/legal</p>
Right to Cancel Without Penalty	<p>You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider via phone at 1-888-765-2489, via email at customercare@tesla.com, or via mail at 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119.</p>
Customer Rights	<p>If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.</p>
Other Important Terms	<p>Provider WILL NOT take a security interest in your real property by terms of the Agreement (e.g. a lien on your home)</p> <p>Provider WILL file a fixture filing or a UCC-1 on the system (a public filing informing others that Provider owns the system, but does not put a lien on your home)</p>
Preparer Name and Contact Information	<p>Colleen Mooney Tel.: 888-765-2489 Email: customercare@tesla.com</p>



Cal Lankton
 VP, Energy Sales and Operations

Signature of Provider Representative:

Date: 6/25/2018

Signature of Customer: _____

Date: _____





Customer Information
John Smith
 7434 A Post Road
 Colonie, NY 12205
 1112500726

Salesperson
Colleen Mooney

 Registration/License Number:
30 A Post Road
 Colonie, NY 12205

Installation Location
7434 A Post Road
 Colonie, NY 12205

Installer License
 Tesla Energy Operations, Inc.

Here are the key terms of your Power Purchase Agreement

\$0

System installation cost

10.80¢

Electricity rate per kWh

2.90%

Annual Escalator

20yrs

Agreement Term

Initial here _____

Initial here _____

Initial here _____

The Tesla Promise

- We guarantee that if you sell your Home, the buyer will qualify to assume your Agreement.Initial here _____
- We warrant all of our roofing work.
- We restore your roof at the end of the Agreement.
- We warrant, insure, maintain and repair the System.Initial here _____
- We fix or pay for any damage we may cause to your property.
- We provide 24/7 web-enabled monitoring at no additional cost.
- The pricing in this Agreement is valid for 30 days after 6/25/2018.

Your Tesla Power Purchase Agreement Details

Amount due at contract signing
\$0

Est. amount due at installation
\$0

Est. amount due at building inspection
\$0

Est. first year production
4,563 kWh

Your Choices at the End of the Initial Term:

- Tesla will remove the System at no cost to you.
- You can upgrade to a new System with the latest solar technology under a new contract.
- You may purchase the System from Tesla for its fair market value as specified in the Agreement.
- You may renew this Agreement for up to ten (10) years in two (2) five (5) year increments.

Options for System Purchase:

- At certain times, as specified in the Agreement, you may purchase the System.
- These options apply during the 20 year term of our Agreement and not beyond that term.



1. Introduction.

This Power Purchase Agreement (this “Power Purchase Agreement,” “Agreement” or “PPA”) is the agreement between you and Tesla, Inc. (together with its successors and assigns, “Tesla” or “we”), covering the sale to you of the power produced by the solar panel system (the “System”) we will install at your home. Tesla agrees to sell to you, and you agree to buy from Tesla, all of the power produced by the System. The System will be installed by Tesla at the address you listed above (the “Property” or your “Home”). This Power Purchase Agreement is eight (8) pages long and has up to three (3) Exhibits depending on the state where you live. Tesla provides you with a Limited Warranty (the “Limited Warranty”). The Limited Warranty is attached as **Exhibit 2**. If you have any questions regarding this Power Purchase Agreement, please ask your Tesla sales consultant.

THIS AGREEMENT SUPERSEDES ALL PRIOR EXISTING CONTRACTS BETWEEN YOU AND TESLA THAT PERTAIN TO THE “SYSTEM” DEFINED IN THIS AGREEMENT.

2. Term.

Tesla agrees to sell you the power generated by the System for 20 years (240 months), plus, if the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar month. We refer to this period of time as the “Term.” The Term begins on the Interconnection Date. The “Interconnection Date” is the date that the System is turned on and generating power. Tesla will notify you when your System is ready to be turned on.

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4. Power Purchase Agreement Payments; Amounts.

(a) Power Price. During the first year of the term, you are purchasing all of the power the System produces for \$0.1080 per kWh. After the first year, the price per kWh will increase by 2.90% per year. There are no installation costs.

(b) Payments.

Your monthly payments will be the product of (A) the price per kWh multiplied by (B) the actual kWh output for the calendar month (“Monthly Payments”). Invoices for Monthly Payments will be mailed or emailed no later than ten (10) days after the end of a calendar month. If you are paying your invoice by automatic debit from your checking or savings account (ACH) we will debit your bank account on or

about the 1st day of the next month following invoice (e.g. January invoices are sent in early February and debited on or about March 1). Monthly Payments will change as your price per kWh changes over the Term of this PPA and as System production varies (e.g., summer has higher production). You will have regular access to the System’s production via your Tesla online account. Payments due upon installation, if any, are due immediately prior to commencement of installation. **You will make no Monthly Payments if you are fully prepaying this PPA. In this case, you will pay only the amounts listed in the key terms summary on page one of this PPA.**

(c) Estimated Production. If (i) the System is shut down for more than seven (7) full twenty-four (24) hour days cumulatively during the Term because of your actions; or (ii) you take some action that significantly reduces the output of the System; (iii) you don’t trim your bushes or trees to their appearance when you signed this PPA to avoid foliage growth from shading the System; or (iv) your System is not reporting production to Tesla (e.g. you have disconnected the PowerGuide system or the internet connection at your Home goes down on the reporting day), then Tesla will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods (“Estimated Production”) and shall consider Estimated Production as actual production for purposes of this paragraph. In the first year of the Term, Estimated Production will be based on our production projections. After the first year of the Term, Estimated Production will be based on historical production for that month in the prior year. If we bill you for Estimated Production because your System is not reporting production to Tesla, and we subsequently determine that we have either overestimated or underestimated the actual production, then we will adjust the next bill downward (to refund overbilling) or upward (to make up for lost billing). You will not be charged for Estimated Production when the System is not producing electricity due to Tesla’s fault, or if it’s due to grid failure or power outages caused by someone other than you.

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5. **Agreement to Arbitrate.**

Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

- (i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Tesla installed it;
- (iii) not modify your Home in a way that shades the System;
- (iv) be responsible for any conditions at your Home that affect the installation (e.g., blocking access to the roof, or removing a tree that is in the way, prior work you have done on your home that was not permitted);
- (v) not remove any markings or identification tags on the System;
- (vi) permit Tesla, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (vii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (viii) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (ix) notify Tesla if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your power supplier;
- (x) have anyone who has an ownership interest in your Home sign this Power Purchase Agreement;
- (xi) return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and
- (xii) maintain and make available, at your cost, a functioning indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by Tesla to communicate wirelessly with the system's inverter (typically this is 80 feet, but may depend on site conditions). See section 2(c)(ii) of the Limited Warranty for details; and
- (xiii) if your home is governed by a home owner's association or similar community organization, obtain all approvals and authorizations for the System required by that organization and

6. **Power Purchase Agreement Obligations.**

(a) **System, Home and Property Maintenance**

You agree to:



advise us of any requirements of that organization that will otherwise impact the System, its installation or operation.

(b) System Construction, Repair, Insurance and Tesla's obligations:

Tesla agrees to:

- (i) schedule the installation of the System at a mutually convenient date and time;
- (ii) construct the System according to written plans you review;
- (iii) provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;
- (iv) provide you with a home energy evaluation;
- (v) notify you if the System design has to be materially changed so that you can review any such changes;
- (vi) clean up after ourselves during the construction of the System;
- (vii) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) that damage or loss is caused by ball strikes; or (C) you intentionally damage the System;
- (viii) insure our actions, covering damages to your property caused by faulty installation, System malfunction or manufacturing defects;
- (ix) not be a loss payee (or named insured) on the insurance policy covering your Home;
- (x) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (xi) create a priority stream of operation and maintenance payments to provide enough cash flow in our financing transactions to pay for the Limited Warranty obligations and the repair and maintenance of the System in accordance with this PPA even if Tesla ceases to operate; and
- (xii) not put a lien on your Home or Property.

(c) Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to the Limited Warranty.

(d) Automatic Payment, Late Charges, Fees

In addition to the other amounts you agree to pay in this Power Purchase Agreement, you agree to pay the following:

- (i) **Automatic Payment Discount:** If you make your Monthly Payments by allowing us to automatically debit your checking or savings account, then you will receive a discount of \$7.50 on your Monthly Payments. The Monthly Payments listed in Section 4 of this Agreement reflect this discount. If you do not allow the automatic debit, this discount will not be applied to your Monthly Payments and each Monthly Payment will be \$7.50 greater. Please contact our Customer Care team (888-765-2489) if you wish to set up automatic debits from your checking or savings account to make your Monthly Payments;

I acknowledge I have read Section 6(d)(i)

Customer's initials: _____

- (ii) **Returned Check Fee:** \$25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and
- (iii) **Late Payments:** accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable by applicable law.

(e) Taxes

Your Tesla electricity rate of \$0.1080 per kWh is composed of an electricity rate of \$0.1080 plus current taxes of \$0.0000. You agree to pay any changes in the applicable taxes related to this PPA. Thus, if tax rates change, your Tesla electricity rate will change to reflect this rate change. If this PPA contains a purchase option at the end of the Term, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy.

(f) No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without Tesla's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Tesla's property.



(g) Access to the System

- (i) You grant to Tesla and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing Tesla's rights as to this Power Purchase Agreement and the System; (C) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with installing, constructing, operating, owning, repairing, removing and replacing the System. This access right shall continue for up to ninety (90) days after this Power Purchase Agreement expires to provide Tesla with time to remove the System at the end of the Power Purchase Agreement. Tesla shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.
- (ii) During the time that Tesla has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture, but Tesla has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.

(h) Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Tesla, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify Tesla for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Power Purchase Agreement.

(i) Payments

SUBJECT TO SECTION 4(b) ABOVE, YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE, ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 7, 23 AND 24, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

(j) Credit Check

You authorize Tesla, or its designee, to obtain your credit report now and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with Tesla's financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.

7. Conditions Prior to Installation of the System; Change Orders.

- (a) Tesla's obligation to install the System and sell you the power it produces is conditioned on the following items having been completed to its reasonable satisfaction:
 - (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
 - (ii) approval of this Power Purchase Agreement by one of Tesla's financing parties;
 - (iii) your meeting Tesla's credit criteria;



- (iv) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payments set forth in this Power Purchase Agreement;
- (v) confirmation that Tesla will obtain all applicable benefits referred to in Section 10;
- (vi) receipt of all necessary zoning, land use and building permits; and
- (vii) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).
- (viii) if your home is governed by a home owner's association or similar community organization, your receipt of all approvals and authorizations for the System required by that organization and advising us of any requirements of that organization that will otherwise impact the System, its installation or operation.

Tesla may terminate this Power Purchase Agreement without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vii) will not be satisfied for reasons beyond its reasonable control. Once Tesla starts installation, however, it may not terminate this Power Purchase Agreement for your failure to satisfy conditions (i) through (vii) above.

(b) Amendments.

The System's initial estimated production is set forth in this PPA. After System design, the estimated production is likely to change and we will share those changes with you prior to installation. If the estimated production increases or decreases by more than twenty percent (20%), both parties will have the right to terminate this PPA without penalty or fee. Such termination right will expire at the earlier of (A) one (1) week prior to the scheduled System installation date and (B) sixty (60) days after we inform you in writing of the revised estimated production. If you do not terminate this PPA or return the written amendment described below within this time period, then this PPA will automatically terminate and we will charge you a \$250 cancellation fee. Changes of more than twenty percent (20%) in estimated production will be documented in an amendment to this PPA.

You authorize Tesla to make corrections to the utility paperwork to conform to this PPA or any amendments to this PPA we both sign.

8. **Warranty.**

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 2**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

9. **Transfer.**

Tesla will assign this PPA to one of its financing partners. You agree that Tesla may assign, sell or transfer the System and this Power Purchase Agreement, or any part of this Power Purchase Agreement or the exhibits, without your consent. This assignment does not change Tesla's obligation to maintain and repair your System as set forth in the Warranty.

10. **Ownership of the System; Tax Credits and Rebates.**

You agree that the System is Tesla's personal property under the Uniform Commercial Code. You understand and agree that this PPA is not a contract to sell or lease the System to you. Tesla owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Tesla, and shall at your expense protect and defend Tesla against the same.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF TESLA, USABLE AT ITS SOLE DISCRETION. TESLA SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH TESLA SO THAT IT MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET



CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO TESLA.

11. **Purchasing the System Prior to the End of the Term.**

In addition to purchasing the System at the end of the Term, you have the option to purchase the System prior to the end of the Term as detailed below. To exercise this option you must be in good standing under this Power Purchase Agreement and you need to give us at least one (1) month's, but not more than three (3) months' prior written notice. You can purchase this System:

- (i) on the five (5) year anniversary of the beginning of the Term and every annual anniversary after the five (5) year anniversary; and
- (ii) at any time after the five (5) year anniversary of the beginning of the Term, when you sell your Home; and
- (iii) if Tesla ever ceases its operations.

In each of (i), (ii) and (iii) above, the price you will pay for the System will be the System's fair market value ("FMV"). A third party independent appraiser will be retained to compute the System's FMV. Tesla's maintenance and repair obligations under the Limited Warranty (Exhibit 2) will continue when you purchase the System until what would have been the end of the original Term.

12. **Renewal.**

If you are in compliance with your PPA, you have the option to renew your PPA for up to ten (10) years in two (2) five (5) year renewal periods. We will send you renewal forms three (3) months prior to the expiration of the Term, which forms shall set forth the new Monthly Payments due under the renewal PPA, based on our assessment of the then current fair market value of the System. If you want to renew, complete the renewal forms and return them to us at least one (1) month prior to the end of the PPA. In the event that you do not agree

to the new Monthly Payments this PPA shall expire by its terms on the termination date. If you don't send us anything in writing after we send you the renewal forms, then this PPA shall renew for an additional one (1) year term at ten percent (10%) less than the then-current average rate charged by your local utility and shall continue to renew for one (1) year terms at the same rate as your first renewal until (i) you give us notice at least thirty (30) days prior to a renewal term that you do not wish to renew; or (ii) we send you a notice terminating the PPA.

13. **Selling Your Home.**

(a) If you sell your Home you can:

(i) **Transfer this Power Purchase Agreement and the Monthly Payments**

The person buying your Home (the "Home Buyer") can sign a transfer agreement assuming all of your rights and obligations under this Agreement by qualifying in one of three ways:

- 1) The Home Buyer meets Tesla's credit criteria;
- 2) The Home Buyer is paying cash for your Home; or
- 3) If the Home Buyer does not qualify under (1) or (2), the Home Buyer qualifies for a mortgage to purchase your Home and either you or the Home Buyer pays us a \$250 credit exception fee.

(ii) **Move the System to Your New Home**

Where permitted by the utility(s), the System can be moved to your new home pursuant to Section 4 of the Limited Warranty. You will need to provide the same rights to Tesla as provided for in this PPA and provide any third party consents or releases required by Tesla in connection with the substitute premises.

(iii) **Prepay this Power Purchase Agreement and Transfer only the Use of the System**

At any time during the Term, you can prepay this Power Purchase Agreement in full by paying Tesla the expected remaining payments (estimated future production during the rest of the Term multiplied by the average kWh rate during the rest of the Term) at a five percent (5%) discount rate. The person buying your Home will only need to sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this PPA. The System stays at your Home, the person buying your Home does not make any



Monthly Payments and has only to comply with the non-Monthly Payment portions of this PPA.

(iv) **Purchase the System (see Section 11)**

(b) You agree to give Tesla at least fifteen (15) days but not more than three (3) months prior written notice if you want someone to assume your PPA obligations. In connection with this assumption, you, your approved buyer and Tesla shall execute a written transfer of this PPA.

(c) If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this Power Purchase Agreement. Section 13(a) includes a Home sale by your estate or heirs.

(d) Free Assumability. This agreement is free of any restrictions that would prevent the homeowner from freely transferring their Property. In the event of a foreclosure on the Property, your lender has the right (but not the obligation) to do ONE of the following:

- (i) terminate this Agreement and require Tesla to remove the System subject to your obligations under Sections 16 and 17;
- (ii) become a beneficiary (but not obligor) of your Agreement free of charge (i.e., receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you – if you don't make timely payment you will be in default under Section 16 and Tesla can terminate, remove the System and take all other remedies it has under Section 17);
- (iii) enter into a new Agreement with Tesla on terms no less favorable than the current Agreement; or
- (iv) require transfer of the Agreement under Section 13 to a subsequent purchaser of the Property.

Tesla will not prohibit the sale, conveyance or refinancing of the Property. Tesla may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves their rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. Tesla shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. Tesla shall also accommodate reasonable requests from lenders or

title companies to facilitate a purchase, financing or refinancing of the Property.

(e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

14. Loss or Damage.

(a) Unless you are grossly negligent, you intentionally damage the System, or damage or loss to the System is caused by ball strikes, Tesla will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this PPA, no loss, damage, theft or destruction will excuse you from your obligations under this PPA, including Monthly Payments.

(b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this PPA, you shall continue to timely make all Monthly Payments and pay all other amounts due under the PPA and, cooperate with Tesla, at Tesla's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

15. Limitation of Liability.

(a) No Consequential Damages

EACH PARTY'S LIABILITY TO EACH OTHER UNDER THIS POWER PURCHASE AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR PURPOSES OF THIS SECTION 15, YOU AGREE THAT ANY REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT CONSTITUTE DIRECT, ACTUAL DAMAGES.

(b) Actual Damages

EXCEPT FOR CLAIMS UNDER SECTION 6(H), NEITHER PARTY'S LIABILITY TO THE OTHER WILL EXCEED AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT THAT COULD BE PAYABLE BY YOU UNDER SECTION 17(H). DAMAGES TO YOUR HOME, BELONGINGS OR PROPERTY RESULTING FROM THE INSTALLATION OR



OPERATION OF THE SYSTEM ARE COVERED IN SECTION 6(C) OF THE LIMITED WARRANTY.

16. Default.

You will be in default under this Power Purchase Agreement if any one of the following occurs:

- (a) you fail to make any payment when it is due and such failure continues for a period of ten (10) days;
- (b) you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- (c) you or your guarantor have provided any false or misleading financial or other information to obtain this Power Purchase Agreement;
- (d) you assign, transfer, encumber, sublet or sell this PPA or any part of the System without Tesla's prior written consent; or
- (e) you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

17. Remedies in Case of Default.

If this Power Purchase Agreement is in default (including if you cancel this Agreement after we commence construction (i.e., any work for the System) at your home, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may, to the fullest extent permitted by law:

- (a) terminate this PPA;
- (b) take any reasonable action to correct your default or to prevent our loss (including charging you for work performed); any amount we pay will be added to the amount you owe us and will be immediately due;
- (c) require you, at your expense, to return the System or make it available to us in a reasonable manner;
- (d) proceed, by appropriate action, to enforce performance of this PPA and to recover damages for your breach;
- (e) disconnect, turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;

- (f) report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- (g) charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- (h) recover from you (i) a payment equal to the purchase price as set forth in this agreement plus (ii) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; or
- (i) use any other remedy available to us in this PPA or by law.

We may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this PPA as required.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, Tesla does not give up its right to use another remedy. By deciding not to use any remedy should this Power Purchase Agreement be in default, Tesla does not give up our right to use that remedy in case of a subsequent default.

I acknowledge I have read this Section 17.

Customer's initials: _____

18. System Removal; Return.

At the end of the Term or the termination of this PPA, if you have not renewed this PPA or exercised your purchase option (if any) and you have not defaulted, then within ninety (90) days you agree to call Tesla at the telephone number listed in Section 7 of Exhibit 2 to schedule a convenient time for Tesla to remove the System from your Home at no cost to you.

19. Waiver.

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other party of any of the provisions of this PPA, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this PPA.



20. Privacy

The Tesla Customer Privacy Policy (www.tesla.com/legal) is part of this Agreement.

21. Notices.

All notices under this PPA shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested.

22. Applicable Law; Entire Agreement; Changes.

The laws of the state where your Home is located shall govern this PPA without giving effect to conflict of laws principles. This PPA contains the parties' entire agreement regarding the sale and purchase of power generated by the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. Only an authorized officer of Tesla may execute any change to this Agreement on behalf of Tesla. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

23. CANCELLATION FEE.

IF YOU CANCEL THIS AGREEMENT PURSUANT TO SECTION 25(B) OR THIS AGREEMENT AUTOMATICALLY TERMINATES PURSUANT TO SECTION 7(B), THEN WE WILL CHARGE YOU A CANCELLATION FEE OF \$250.

24. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT.

- **Exhibit 1:**
Notice of Cancellation (10 Day Right to Cancel)
- **Exhibit 2:**
Performance Guarantee and Limited Warranty
- **Exhibit 3:**
State Specific Provisions (if applicable)
- Schedule A (Detailed System Description)
- Agreement Amendment
- Solar Operation and Maintenance Guide

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25. **NOTICE OF RIGHT TO CANCEL.**

YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

26. **ADDITIONAL RIGHTS TO CANCEL.**

IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS PPA UNDER SECTION 25, YOU MAY ALSO CANCEL THIS PPA (A) AT NO COST AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT AND (B) AT ANY TIME PRIOR TO COMMENCEMENT OF CONSTRUCTION ON YOUR HOME.

27. **Pricing**

The pricing in this PPA is valid for 30 days after 6/25/2018. If you don't sign this PPA and return it to us on or prior to 30 days after 6/25/2018, Tesla reserves the right to reject this PPA unless you agree to our then current pricing.

By signing below, I agree that Tesla can contact me for telemarketing and informational purposes via call or text using automated technology and/or pre-recorded messages using the phone number(s) I provided that are listed on the first page of this contract. I understand that consent is not a condition of purchase. You may opt-out of this authorization at any time by calling us at: 888-765-2489 or sending us written notice and mailing it to: Tesla, Attention: Phone Authorization Opt-Out, 6800 Dumbarton Circle, Fremont, CA 94555.

I have read this Power Purchase Agreement (**INCLUDING THE AGREEMENT TO ARBITRATE**) and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Power Purchase Agreement.

Customer's Name: John Smith

Signature: _____

Date: _____

Customer's Name:

Signature: _____

Date: _____

Power Purchase Agreement

Tesla Approved



Cal Lankton
VP, Energy Sales and Operations

Date: 6/25/2018



**EXHIBIT 1 (TESLA COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction:

You may **CANCEL** this transaction, without any penalty or obligation, within **TEN BUSINESS DAYS** from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within **TEN DAYS** following receipt by the seller (Tesla) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla) regarding the return shipment of the goods at the seller's (Tesla's) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla), or if you agree to return the goods to the seller (Tesla) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tesla, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 **NOT LATER THAN MIDNIGHT** of

I, _____, **HEREBY CANCEL THIS TRANSACTION** on _____ [Date].

Customer's Signature:

Customer's Signature:



**EXHIBIT 1 (CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction:

You may CANCEL this transaction, without any penalty or obligation, within TEN BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Tesla) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla) regarding the return shipment of the goods at the seller's (Tesla's) expense and risk. If you do make the goods available to the seller (Tesla) and the seller (Tesla) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla), or if you agree to return the goods to the seller (Tesla) and fail to do so, then you remain liable for performance of all obligations under the contract.

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I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Customer's Signature:

Customer's Signature:



EXHIBIT 2

PERFORMANCE GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Performance Guarantee and Limited Warranty (this “Limited Warranty”) is Tesla’s agreement to provide you warranties on the System you are hosting pursuant to our PPA. The System will be professionally installed by Tesla at the address you listed in the PPA. We will refer to the installation location as your “Property” or your “Home.” This Limited Warranty begins when we start the survey of your Home for the System.

2. LIMITED WARRANTIES, PERFORMANCE GUARANTEE

(a) Limited Warranties

(i) System Warranty

Under normal use and service conditions the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components, for the full Term;

(ii) Roof Warranty

All roof penetrations we make for your System will be watertight. This warranty will run the longer of (a) the first ten (10) years of the term or (b) the length of any existing installation warranty or new home builder performance standard for your roof;

(iii) Damage Warranty

We will repair damage we cause to your Home, your belongings or your Property or pay you for the damage we cause, as limited by Section 7, for the full Term (except damages that result from our roof penetrations, which damages are covered for the first ten (10) years of the Term).

Under each of these warranties Tesla will repair or replace any damage, defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. Tesla may use new or reconditioned parts when making repairs or replacements. Tesla may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Tesla’s discretion.

(b) Performance Guarantee

(i) Performance Guarantee

Tesla guarantees that during the Power Purchase Agreement Term the System will operate within manufacturer’s specifications and if it does not that Tesla will repair or replace any defective part and restore System performance.

(ii) PowerGuide™ Solar Monitoring

During the Power Purchase Agreement Term, we will provide you at no additional cost our PowerGuide Solar Monitoring Service (“PowerGuide”). PowerGuide is a proprietary monitoring system designed and installed by Tesla that captures and displays historical energy generation data over an Internet connection and consists of hardware located on site and software hosted by Tesla. If your System is not operating within normal ranges, PowerGuide will alert us and we will remedy any material issues promptly.



(c) Maintenance and Operation

(i) General

When the System is installed, Tesla will provide you with a link to its Solar Operation Guide. This Guide provides you with System operation instructions, answers to frequently asked questions, troubleshooting tips and service information. Tesla will perform all required System maintenance. If we install a safety anchor in your roof during the installation of the System, we will leave this anchor installed for our future use throughout the installation and operation of your System. This safety anchor is for our use only. You are not authorized to use this anchor.

(ii) PowerGuide

PowerGuide requires a high speed Internet line to operate. Therefore, during the Power Purchase Agreement Term, you agree to maintain the communication link between PowerGuide and the System and between PowerGuide and the Internet. You agree to maintain and make available, at your cost, a functioning indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by Tesla to communicate wirelessly with the system's inverter (typically this is 80 feet, but may depend on site conditions). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line we will not be able to monitor the System and provide you with a performance guarantee or provide PowerGuide. Further, if PowerGuide is not operational, Tesla will be required to estimate your power usage as set forth in the PPA.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

- A. emailing us at the email address in Section 7 below;
- B. writing us a letter and sending it overnight mail with a well-known service; or
- C. sending us a fax at the number in Section 7 below.

(ii) Transferable Limited Warranty

Tesla will accept and honor any valid and properly submitted Warranty claim made during any Term by any person who either purchases the System from you or to whom you properly transfer the PPA.

(e) Exclusions and Disclaimer

The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than Tesla or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce power not caused by Tesla or its approved service providers while servicing the System (e.g., if a tree falls on the System we will replace the System per the Power Purchase Agreement, but we will not repay you for power it did not produce);
- (iii) your failure to perform, or breach of, your obligations under the Power Purchase Agreement (e.g., you modify or alter the System);



- (iv) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem;
- (v) any Force Majeure Event (as defined below);
- (vi) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (vii) any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (viii) theft of the System (e.g., if the System is stolen we will replace the System per the Power Purchase Agreement, but we will not repay you for the power it did not produce);
- (ix) damage to your Home, belongings or property that results from our roof penetrations after the end of the Roof Warranty; and
- (ix) damage or loss to the System due to ball strikes.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System other than that described above.

Snow or ice may accumulate on rooftops and on solar panels during snow storms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. If and when conditions safely allow you to remove accumulated snow or ice, you should do so to reduce the likelihood of it sliding or falling. TESLA MAKES NO WARRANTY REGARDING AND HAS NO RESPONSIBILITY FOR SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM. YOU ARE FULLY RESPONSIBLE FOR ADDRESSING ANY SNOW OR ICE ACCUMULATION ON YOUR SYSTEM AND ANY PROPERTY DAMAGES OR INJURIES THAT RESULT FROM SUCH SNOW OR ICE RELEASING FROM YOUR SYSTEM.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(a) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY TESLA WITH RESPECT TO THE SYSTEM. TESLA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

3. TESLA'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR, REMOVAL AND REINSTALLATION, OR RELOCATION

- (a) **Repair.** You agree that if (i) the System needs any repairs that are not the responsibility of Tesla under this Limited Warranty, (ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home or (iii) the System is being relocated to another home you own pursuant to the Power Purchase Agreement, you will



have Tesla, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation.

- (b) **Removal and Reinstallation/Relocation.** Tesla will remove the System from your roof while roof repairs are being made and reinstall the System after roof repairs are completed for a competitive price. If your roof is being replaced because it is at the end of its natural life, then Tesla will perform the removal and reinstallation for a competitive price. You will need to provide storage space for the System during any such time. Where permitted under the PPA, Tesla will relocate the System to your new home for a competitive price. If we reinstall your System, the Roof Warranty will restart at the completion of reinstallation and run for ten (10) years from reinstallation.
- (c) **Return.** If at the end of the Term you want to return the System to Tesla under Section 18 of the PPA then Tesla will remove the System at no cost to you. Tesla will remove the System without damaging your property, including the posts, waterproofing the post area and returning the roof as close as is reasonably possible to its original condition on an architecturally consistent basis before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). Tesla will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with Tesla in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Tesla is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Tesla will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) Tesla, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) Tesla's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, we will make repairs); and
- (c) No Tesla obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Tesla's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Tesla's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Tesla including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Tesla or under its control.

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(b) AND 6(c) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL TESLA OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT,



PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Tesla's total liability arising out of relating to this Limited Warranty shall in no event:

- (i) For System Replacement: exceed the greater of (a) the sum of the Monthly Payments over the Term of the Power Purchase Agreement and (b) the original cost of the System; and
- (ii) For damages to your Home, belongings and property: exceed two million dollars (\$2,000,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Power Purchase Agreement to the addresses listed below:

TO TESLA: Tesla
6800 Dumbarton Circle
Fremont, CA 94555
Attention: Warranty Claims
Telephone: 650-638-1028
Facsimile: 650-638-1029
Email: customercare@tesla.com

TO YOU: At the billing address in the Power Purchase Agreement or any subsequent billing address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Tesla may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Tesla's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who hosts the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Power Purchase Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System



STATE SPECIFIC EXCEPTIONS, TERMS AND CONDITIONS**NEW YORK**

The second paragraph of Section 10 of the Agreement is replaced in its entirety with the following:

You will have all rights to and title in any solar renewable energy credits (SRECs) that may be associated with the electric power generated by the System. The term solar renewable energy credits shall be defined by New York State law. You acknowledge that as of the date of this agreement no such rights currently exist or are defined by New York State law. If and when such rights exist and are defined by New York State law, it is possible that in order for the System to generate SRECs, the System may need to be certified as a solar renewable energy facility under applicable laws or Tesla may need to make other similar filings. Your failure to cooperate with Tesla in obtaining such certification or similar filing will relieve Tesla of any and all obligation to certify the System, or to generate and transfer ownership of any SRECs associated with the System. Excluding any SRECs associated with the electric power generated by the System that you elect to receive in accordance with this Section 10, YOU UNDERSTAND AND AGREE THAT ANY AND ALL (i) TAX CREDITS (OTHER THAN THE NEW YORK STATE INCOME CREDIT AVAILABLE UNDER AB-34, WHICH SUCH TAX CREDIT ACRUES TO YOU) (ii) TAX INCENTIVES, (iii) RENEWABLE ENERGY CREDITS, GREEN TAGS, OR CARBON OFFSET CREDITS, (iv) UTILITY REBATES, OR (v) ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF TESLA, USABLE AT ITS SOLE DISCRETION. TESLA SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE, EXCEPT TO THE EXTENT SUCH ENJOYMENT OR USE WOULD INVOLVE THE SALE, USE OR CLAIM OF THE SRECS ASSOCIATED WITH THE GENERATION FROM THE SYSTEM. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS RETAINED BY TESLA. EXCLUDING THE NEW YORK STATE INCOME CREDIT AVAILABLE UNDER AB-34, AND ANY SRECS ASSOCIATED WITH THE GENERATION FROM THE SYSTEM THAT YOU ELECT TO RECEIVE IN ACCORDANCE WITH THIS SECTION 10, YOU AGREE TO REASONABLY COOPERATE WITH TESLA SO THAT IT MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR THE SYSTEM OR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO TESLA.



Disclosures required by the Uniform Business Practices for Distributed Energy Resource Suppliers:

1. You have rights under the Home Energy Fair Practices Act (HEFPA). Please go to http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf to learn more about these rights.
2. If you have a dispute, you may contact the New York Department of Public Service at <http://www.dps.ny.gov/> or 1-800-342-3377.
3. The estimated deviation of your System from its Total Solar Resource Fraction is 83.4%. The Total Solar Resource Fraction is the amount of sunlight the measured area will receive over a year.
4. The rate at which you, the customer, are compensated for any electricity sold to the utility is determined by the NY Public Service Commission. It's currently a kWh bill credit for excess energy you generate valued at the same rate the utility charges for energy delivered to you. The rate is not guaranteed by Tesla.
5. Installation timeline:
Approximate start date: 60-120 days from the date of this Agreement
Approximate end date: 60-120 days from the date of this Agreement



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INVOICE

Customer ID: JB-9543811-00
Invoice: 16051122 2018-06-01
Date: 7/2/2018

Name / Address

John Doe
5555 Main Stree
Albany, NY 12222
jdoh@email.com

Price	Total
Cash Prepayment	\$20,000.00
Sales Tax Exempt	\$0.00
Less Rebate Amount	\$0.00
Net Cost to Customer	\$20,000.00
Less Amount Paid to Date	\$10,250.00

TOTAL DUE NOW **\$9,750.00**

Payment Terms

\$500 at contract signing, 50% at install, 50% after inspection	1st 50%	\$9,750.00
	2nd 50%	\$9,750.00

Please make checks payable to:

Tesla
PO BOX 3500
Draper, UT 84020
Attn: Accounts Receivable
Phone: 877-973-7652

BILL TO
Dennis W Kicza
11 Cold Spring Ln
Hadley, MA 01035

Total Amount Due by 07/01/2018

\$94.85

Tesla customers can give friends exclusive benefits on Model S, Model X and solar panels with their personal referral code.

- Give five friends a 5-year extended limited warranty with the purchase of a Tesla solar system
- Give five friends free, unlimited Supercharging with a new Model S or Model X
- Receive \$400 in cash or \$750 towards your next Tesla purchase with each of your first 4 referrals, and a Founders' Series Powerwall with your 5th, plus additional rewards for your vehicle referrals
- <https://www.tesla.com/support/referral-program>

Your Account Summary

Previous Balance	\$68.15
Payment(s) Received Since Last Statement*	\$0.00
<hr/>	
Previous Unpaid Balance	\$68.15
Current Charges: 184.000 kWh @ \$0.1451/kWh 5/1/18 - 5/31/18	\$26.70
Tax	\$0.00
<hr/>	
Total Amount Due By 07/01/2018	\$94.85

*Note checks processed after invoice date may appear as a past due balance.

If you have any questions regarding this statement, please email:
customer@tesla.com or call 888-765-2489.

AutoPay is enabled. Your bank account ending in 6789 will be debited \$94.85 on 7/1/18.

Dennis W Kicza
11 Cold Spring Ln
Hadley, MA 01035

Job Number
JB-0102467-00

Due Date
07/01/2018

Total Amount Due
\$94.85

System Location
11 Cold Springs Rd
Hadley, MA 01035

CHOMPIE SOLAR I, LLC
PO BOX 3500
DRAPER, UT 84020

BILL TO
& Kyle Takaki Marcia
2772 Quinto Way
San Jose, CA 95124

Total Amount Due by 07/01/2018

\$358.96

Tesla customers can give friends exclusive benefits on Model S, Model X and solar panels with their personal referral code.

- Give five friends a 5-year extended limited warranty with the purchase of a Tesla solar system
- Give five friends free, unlimited Supercharging with a new Model S or Model X
- Receive \$400 in cash or \$750 towards your next Tesla purchase with each of your first 4 referrals, and a Founders' Series Powerwall with your 5th, plus additional rewards for your vehicle referrals
- <https://www.tesla.com/support/referral-program>

Your Account Summary

Previous Balance	\$179.48
Payment(s) Received Since Last Statement*	\$0.00
<hr/>	
Previous Unpaid Balance	\$179.48
Current Charges: Fixed Monthly Rate 7/1/18 - 7/31/18	\$164.28
Tax	\$15.20
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Total Amount Due By 07/01/2018	\$358.96

*Note checks processed after invoice date may appear as a past due balance.

If you have any questions regarding this statement, please email: customer@tesla.com or call 888-765-2489.

AutoPay is enabled. Your bank account ending in 6789 will be debited \$358.96 on 7/1/18.

& Kyle Takaki Marcia
2772 Quinto Way
San Jose, CA 95124

Job Number
JB-951105-00

Due Date
07/01/2018

Total Amount Due
\$358.96

System Location
2772 Quinto Way
San Jose, CA 95124

MS SolarCity 2008 LLC
PO BOX 3500
DRAPER, UT 84020