

**SolarCity** | **SolarLease**  
AMENDMENT

Customer Name and Address

**Ernest Freeman**  
**Jonathan Freeman**  
**46203 Teton Trail**  
**Temecula, CA 92592**

Installation Location

**46203 Teton Trail**  
**Temecula, CA 92592**

Date

**12/8/2015**

1. The SolarLease Agreement between SolarCity and You, (the "Agreement") including the Summary and Exhibits to that Agreement, are hereby amended as follows:

- a. The rate you pay us will never increase by more than 2.90% per year.
- b. We estimate that your System's first year production will be 9,370 kWh.
- c. Section 3 of the Agreement, "System Description" is replaced in its entirety with the following:

Lease and installation of a 7.155 kW DC photovoltaic system consisting of PV modules, corresponding inverter(s) and a mounting system designed for installation and operation at your Home.

- d. Section 4 of the Agreement, "Lease Payments; Amounts" is replaced in its entirety with the following:

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SolarLease Amendment, version 2.1.0, June 25, 2015

Contractor License CA CSLB 888104

Document generated on 12/1/2015

1359671



**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: \$0.00Payments Due after Building Inspection: \$0.00**B. Monthly Payments:**

Your first monthly payment is \$108.44, followed by 11 monthly payments of \$108.44 each, followed by 12 monthly payments of \$111.58 each, followed by 12 monthly payments of \$114.82 each, followed by 12 monthly payments of \$118.15 each, followed by 12 monthly payments of \$121.58 each, followed by 12 monthly payments of \$125.11 each, followed by 12 monthly payments of \$128.74 each, followed by 12 monthly payments of \$132.47 each, followed by 12 monthly payments of \$136.31 each, followed by 12 monthly payments of \$140.26 each, followed by 12 monthly payments of \$144.33 each, followed by 12 monthly payments of \$148.52 each, followed by 12 monthly payments of \$152.83 each, followed by 12 monthly payments of \$157.26 each, followed by 12 monthly payments of \$161.82 each, followed by 12 monthly payments of \$166.51 each, followed by 12 monthly payments of \$171.34 each, followed by 12 monthly payments of \$176.31 each, followed by 12 monthly payments of \$181.42 each, followed by 12 monthly payments of \$186.68 each.

Your total lease payments, excluding tax, are **\$34,613.76**.  
Your estimated average monthly tax payments are \$11.54.

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):\$37,382.86**

This is the total amount you will have paid by the end of this Lease. It includes the Monthly Payments stated above and estimated taxes of \$2769.1.



**E. Purchase Option At End of Lease Term:**

You do not have an option to purchase the System at the end of the Lease Term.

**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 SolarCity's consent. Payments due upon installation are due immediately prior to commencement of installation.

- e. The last sentence of Section 5(f) is replaced in its entirety with the following:

The total estimated amount you will pay for taxes over the Lease Term is **\$2769.1**.

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- f. The last sentence of Section 5(h) is replaced in its entirety with the following:

You agree that the System is not a fixture, but SolarCity has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.

- g. Section 5 of the Agreement, "Lease Obligations" is amended to include the following:

(k) You authorize SolarCity, 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 SolarCity'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

- h. Section 12(a) of the Agreement is hereby replaced in its entirety with the following:

**(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 has a FICO score of 650 or greater;
- 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 SolarCity 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 SolarCity's credit requirements, but still wants the System, then you can (A) prepay the payments remaining on the Lease (See Section 16(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.

- i. Section 12(b) is replaced in its entirety with the following:

You agree to give SolarCity 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 SolarCity 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 SolarCity in writing).



2. Exhibit 2 of the Agreement, the Limited Warranty, is hereby amended as follows:

a. The Table of Guaranteed Annual kWh in Section 2(b)(i) is replaced in its entirety with the following:

Year	Guaranteed kWh	Total kWh	Guaranteed Price/kWh
2	17,758	17,758	0.15512
4	17,581	35,338	0.16590
6	17,405	52,743	0.17743
8	17,232	69,975	0.18977
10	17,060	87,035	0.20296
12	16,890	103,924	0.21707
14	16,721	120,645	0.23215
16	16,554	137,199	0.24829
18	16,389	153,589	0.26555
20	16,226	169,814	0.28401

b. The second and third sentences of Section 2(b)(i)A are replaced in their entirety with the following:


Your cumulative Actual kWh is dependent on a shading percentage of 3.11% on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.



**I have read this Amendment in its entirety and I acknowledge that I have received a complete copy of this Amendment. This amendment supersedes any prior amendments that are inconsistent with the subject matter contained herein.**

The pricing in this Lease Amendment is valid for 30 days after 12/1/2015. If you don't sign this Lease Amendment and return it to us on or prior to 30 days after 12/1/2015, SolarCity reserves the right to reject this Lease Amendment unless you agree to our then current pricing.

**Customer's Name: Ernest Freeman**


DocuSigned by:  
Signature:   
FCD55D2EF4C1474...

Date: 12/8/2015

**SolarLease**

**SolarCity  
approved**

**Customer's Name: Jonathan Freeman**

DocuSigned by:  
Signature:   
AEB701EF741644B...

Date: 12/8/2015

Signature: 

Lyndon Rive, CEO

Date: 12/1/2015

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