

Customer Name and Address
Joseph P Slater
Hether Slater
31812 Country View Rd
Temecula, CA 92591

Installation Location

31812 Country View Rd Temecula, CA 92591 Date

6/28/2016

- 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 16,116 kWh.
  - c. <u>Section 3</u> of the Agreement, "System Description" is replaced in its entirety with the following:
    - Lease and installation of a 11.395 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:



# 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 \$190.68, followed by 11 monthly payments of \$190.68 each, followed by 12 monthly payments of \$196.21 each, followed by 12 monthly payments of \$201.90 each, followed by 12 monthly payments of \$207.76 each, followed by 12 monthly payments of \$213.79 each, followed by 12 monthly payments of \$219.99 each, followed by 12 monthly payments of \$226.37 each, followed by 12 monthly payments of \$232.93 each, followed by 12 monthly payments of \$239.68 each, followed by 12 monthly payments of \$246.63 each, followed by 12 monthly payments of \$253.78 each, followed by 12 monthly payments of \$261.14 each, followed by 12 monthly payments of \$268.71 each, followed by 12 monthly payments of \$276.50 each, followed by 12 monthly payments of \$284.52 each, followed by 12 monthly payments of \$292.77 each, followed by 12 monthly payments of \$301.26 each, followed by 12 monthly payments of \$310.00 each, followed by 12 monthly payments of \$318.99 each, followed by 12 monthly payments of \$328.24 each.

Your total lease payments, excluding tax, are **\$60,862.20**. Your estimated average monthly tax payments are \$20.29.

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):\$65,731.18

This is the total amount you will have paid by the end of this Lease. It includes the Monthly Payments stated above <u>and</u> estimated taxes of \$4868.98.



## 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 <u>Section 5(f)</u> is replaced in its entirety with the following:

The total estimated amount you will pay for taxes over the Lease Term is **\$4868.98**.



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. <u>Section 12(b)</u> 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	31,223	31,223	0.15513
4	30,912	62,135	0.16591
6	30,603	92,738	0.17744
8	30,298	123,036	0.18978
10	29,996	153,032	0.20297
12	29,697	182,729	0.21708
14	29,400	212,129	0.23217
16	29,107	241,236	0.24830
18	28,817	270,053	0.26556
20	28,529	298,582	0.28402

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 0.00% 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 2/8/2016. If you don't sign this Lease Amendment and return it to us on or prior to 30 days after 2/8/2016, SolarCity reserves the right to reject this Lease Amendment unless you agree to our then current pricing.

Customer's Name: Joseph P Slater

Signature:

Joseph P Slater

Date: 6/28/2016

**Customer's Name:Hether Slater** 

—DocuSigned by:

Signature: | Huthur Slate

Date: 6/28/2016

**SolarLease** 

SolarCity approved

Signature:

Lyndon Rive, CEO

Date: 2/8/2016





#### **Certificate Of Completion**

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Joseph P Slater slatermom@gmail.com

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign à Withdraw Consentö form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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# **How to contact SolarCity Corporation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: referral payments@solarcity.com

## To advise SolarCity Corporation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at referralpayments@solarcity.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

# To request paper copies from SolarCity Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to referral payments@solarcity.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with SolarCity Corporation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to referralpayments@solarcity.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## Required hardware and software

Operating Systems:	Windows2000¬ or WindowsXP¬
Browsers (for SENDERS):	Internet Explorer 6.0¬ or above
Browsers (for SIGNERS):	Internet Explorer 6.0¬, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	ò Allow per session cookies
	$\tilde{A}^2$ Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

# Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the  $\tilde{A}_{1}^{L}$  agree $\tilde{A}_{2}^{+}$  button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SolarCity Corporation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SolarCity Corporation during the course of my relationship with you.