



Lease Transfer Agreement

Fontane Solar I, LLC c/o Tesla, Inc. 6800 Dumbarton Circle Fremont, CA 94555	Homeowner Name and Address James Williams 3 Summer Sky Circle - Rancho Mirage, CA 92270
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A. Background.

Tesla, Inc. ("Tesla") and **James Williams** ("Homeowner") entered into a SolarLease Agreement on February 23, 2011 (the "Lease"), under which Tesla leased Homeowner a solar panel system (the "System"), which Lease was subsequently assigned to Fontane Solar I, LLC (the "Lessor").

Homeowner sold/will sell their home to **The Becker Family Revocable Trust, Dated June 26, 2009 and Robert G. Becker and Mary E. Bangasser Becker** ("Assuming Party"). Homeowner, pursuant to Section 12 of the Lease, desires to transfer all of Homeowner's rights and obligations under the Lease to Assuming Party.

B. Assignment.

Homeowner hereby assigns and Assuming Party assumes all of the Homeowner's rights and non-Monthly Payment obligations under the Lease.

C. Conditions to Effectiveness of Lease Transfer.

Homeowner acknowledges that, until this Lease Transfer Agreement is consented to by Lessor, Homeowner is still responsible for performing under the Lease. If Assuming Party defaults on the Lease and this Lease Transfer Agreement is not consented to by Lessor, Homeowner acknowledges that Homeowner will be responsible for the default. Once this Lease Transfer Agreement is fully executed and consented to by Lessor, Homeowner shall no longer have any obligations under the Lease or with regard to the System, upon transfer of title of the home to Assuming Party.

D. Monthly Payments.

Assuming Party has no Monthly Payments due to Lessor under the Lease.

E. Term.

The following language is added as a new subsection at the end of Section 2 the Lease.
Interconnection Date: 07/28/2011

F. Original Lease.

A true and correct copy of the Lease is attached hereto as Exhibit 1.

[Signature Page Follows]

IN WITNESS, WHEREOF, Homeowner and Assuming Party hereby agree to this Lease Transfer Agreement.

Homeowner: James Williams

Signature: 
72FFA8DC372444D...

Date: 1/28/2019

Assuming Party: Robert G. Becker

Signature: 
A26482674FC6471...

Date: 1/29/2019

Consented and agreed:

Fontane Solar I, LLC

Tesla Approved



Sanjay Shah
VP, Energy Operations

Date: 01/28/2019

Assuming Party: Mary E. Bangasser Becker

Signature:

Date:

Assuming Party: The Becker Family Revocable Trust, Dated June 26, 2009

By: 
A26482674FC6471...

Robert G. Becker, as Trustee

Date: 1/29/2019

Assuming Party: The Becker Family Revocable Trust, Dated June 26, 2009

By:

Mary E. Bangasser Becker, as Trustee

Date:

EXHIBIT 1
Lease

COVER PAGE



SolarLease

3055 Clearview Way, San Mateo, CA 94402
 T (888) SOL-CITY F (650) 638-1029 SOLARCITY.COM

Homeowner Name and Address	Co-Owner Name (If Any)	Installation Location	AZ: ROC245450 AZ: ROC243771 CA: CSLB 888104 CO: CO EC 8041 DC: Pending MD:127485 OR: CCB 180498 TX: TDLR 27006
Williams, James 3 Summer Sky Circle Rancho Mirage, CA 92270		3 Summer Sky Circle Rancho Mirage, CA 92270	

1. INTRODUCTION

This SolarLease® (this "Lease") is the agreement between you and SolarCity Corporation (together with its successors and assigns, "SolarCity" or "we"), covering the lease to you of the solar panel system (the "System") described below. The System will be installed by SolarCity at the address you listed above. This Lease will refer to this address as the "Property" or your "Home." This Lease is nine (9) pages long and has three (3) Exhibits. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. SolarCity provides you with a Performance Guaranty and Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as **Exhibit 2**. SolarCity 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 **Exhibit 3**, which sets forth any rights you may have based on the state in which you live. If you have any questions regarding this Lease, please ask your SolarCity sales representative.

2. LEASE TERM

SolarCity 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 Installation 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 fully up and running and generating energy.

3. SYSTEM DESCRIPTION

7.590 KW DC (STC) PHOTOVOLTAIC SYSTEM	
Photovoltaic Modules	
Inverter(s)	See Purchase Order for Installation Equipment
Mounting system	
Monitoring system	
Electric meter number:	222011-887445
The estimated average price per kWh over the Lease Term is:	\$0.081
Extras:	

4. LEASE PAYMENTS; AMOUNTS

A. Amount Due at Lease Signing or Delivery:

Amount Due at Lease Signing:	None
Delivery/Installation Fee:	None
First Monthly Payment:	\$15,928.11
Tax on First Monthly Payment:	\$1,393.71
Total:	\$17,321.82

B. Monthly Payments (taxes not included):

Your Lease prepayment is \$15,928.11.

The total of your monthly payments is \$15,928.11.

Your total Lease prepayment (See Total in Box 4A) is due when materials are delivered. There are no payments due after this payment.

C. Other Charges:

None.

D. Total of Payments:

(The amount you will have paid by the end of this Lease)

\$ 15,928.11 (total of Monthly Payments, and any other amounts specified in this Section 4; **does not include any additional installation cost or taxes**)

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.

5. LEASE OBLIGATIONS

(a) Notices

You agree to:

- (i) notify us *within 24 hours* if you discover that the System is not working correctly; and
- (ii) notify us *immediately* upon the discovery of an emergency condition relating to the System, damage to the System or theft of the System.

(b) System, Home and Property Maintenance

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 SolarCity 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);
- (vi) not remove any markings or identification tags on the System;
- (vii) permit SolarCity, 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 which would cause the system not to operate as intended at the Property; and
- (x) notify SolarCity prior to changing your electricity supplier.

(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) Return Fees; Late Charges; Checks; Automatic Payment

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

- (i) Returned Check Fee: \$25 for any check or withdrawal right that is returned or refused by your bank;
- (ii) Late payments, which accrue interest at twelve percent (12%) annually or the maximum allowable by applicable law; and
- (iii) A \$15 monthly fee if you do not make automatic Monthly Payments through your checking or savings account.

(e) Insurance

SolarCity shall insure the System against all damage or loss unless (i) that damage or loss is caused by your gross negligence; or (ii) 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 personal 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 **\$1,393.71**.

(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 SolarCity'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 SolarCity's property.

(h) Access to the Solar Panel System

- (i) You grant to SolarCity and its agents, employees and contractors the right to reasonably access all of the Property 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 SolarCity's rights as to this Lease 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 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 SolarCity with time to remove the System at the end of the Lease. SolarCity shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.
- (ii) During the time that SolarCity 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 SolarCity 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 SolarCity, 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 SolarCity 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, 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.

6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM

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

- (a) completion of the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), and real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (b) approval of this Lease by SolarCity's financing partner(s);
- (c) 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;
- (d) confirmation that SolarCity will obtain all applicable benefits referred to in Section 9; and
- (e) receipt of all necessary zoning, land use and building permits.

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

Both parties will also have the right to terminate this Lease, without penalty or fee, if SolarCity 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) one (1) month after we inform you in writing of the revised size, cost or production estimate. Any changes to the System will be documented in an amendment to this Lease. You authorize SolarCity to make corrections to the rebate paperwork to conform to this Lease or any amendments to this Lease we both sign.

7. WARRANTY

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY, 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.

8. TRANSFER

SolarCity 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 SolarCity would transfer certain of its rights and certain of its obligations under this Lease to another party.

9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You understand and agree that this is a lease and not a sale agreement. SolarCity owns the System for all purposes, including any data generated from the System. You agree that the System is SolarCity's

personal property under the Uniform Commercial Code. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by SolarCity, and shall at your expense protect and defend SolarCity 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 SOLARCITY, USABLE AT ITS SOLE DISCRETION. SOLARCITY SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REASONABLY COOPERATE WITH SOLARCITY 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 SOLARCITY.

10. OPTION TO PURCHASE THE SYSTEM PRIOR TO THE END OF THE LEASE TERM

You may not purchase the System prior to the end of the Lease Term.

11. OPTION TO RENEW YOUR LEASE

You have the option to renew your Lease Term 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 renewal Lease, based on our assessment of the then current fair market value of the System. If you want to renew and you are in compliance with this Lease, complete the renewal forms and return them to us at least one (1) month prior to the end of the Lease.

In the event that you do not agree to the new Monthly Payments or do not submit a renewal form, the Lease shall expire by its terms on the termination date.

12. SELLING YOUR HOME

(a) If you sell your home you can:

(i) **Transfer this Lease.**

The person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Lease.

(ii) **Move the System to your new Home.**

If you are moving to a new home in the same utility district, the System can be moved to your new home only pursuant to the Limited Warranty. You will need to pay all costs associated with relocating the System, execute and deliver to SolarCity an easement for the replacement premises and provide any third party consents or releases required by SolarCity in connection with the substitute premises.

(b) You agree to give SolarCity at least one (1) month's 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 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 its 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.

(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 12(a) includes a home sale by your estate or heirs.

(d) 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.

13. LOSS OR DAMAGE

(a) Unless you are grossly negligent or you intentionally damage the System, SolarCity 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 SolarCity, at SolarCity's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

14. LIMITATION OF LIABILITY

(a) **No Consequential Damages**

SOLARCITY'S LIABILITY TO YOU 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.

(b) **Actual Damages**

Except for claims under Section 5(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 16(f). Damages to your home, belongings or property resulting from the installation or operation of the System are considered direct damages and are covered in Section 6(c) of the Limited Warranty.

15. DÉFAULT

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 fifteen (15) 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 SolarCity'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.

16. REMEDIES IN CASE OF DEFAULT

If this Lease is in default, 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:

- (a) terminate this Lease and your rights to possess and use the System;
- (b) take any reasonable action to correct your default or to prevent our loss; 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 court action, to enforce performance of this Lease and to recover damages for your breach;
- (e) take back the System by legal process or self-help, but we may not breach the peace or violate the law;
- (f) 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 9 of the Lease (SolarCity shall furnish you with a detailed calculation of such compensation if a claim is made therefore); or

- (g) 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, SolarCity does not give up its right to use another remedy. By deciding not to use any remedy should this Lease be in default, SolarCity does not give up our right to use that remedy in case of a subsequent default.

17. RETURNING THE SYSTEM AT THE END OR UPON TERMINATION OF THIS LEASE

If you don't renew this Lease, then there are three (3) possibilities with respect to returning or keeping the System at the end or termination of this Lease:

- (i) If at the end or termination of this Lease Term you have not defaulted on this Lease, and you have not exercised your purchase option (if any), then within ninety (90) days:
 - (A) SolarCity may at its choosing, remove the System from your home at no cost to you; or
 - (B) if SolarCity does not tell you that it wants to remove the System and you want to have the System removed from your Home at no cost to you, you must make a claim under the Limited Warranty which governs your rights in this respect.
- (ii) If at the end or termination of this Lease you are in default, and SolarCity chooses to remove the System from your Home then you agree to pay SolarCity the reasonable expense of removing the System from your Home.

(iii) If at the end or termination of this Lease SolarCity chooses not to remove the System and you do not require removal within 90 days pursuant to the Limited Warranty, then you will be considered to be the new owner of the System and it will automatically be conveyed to you as is.

18. APPLICABLE LAW; ARBITRATION

The laws of the state where your Home is located shall govern this Lease without giving effect to conflict of laws principles. We agree that any dispute, claim or disagreement between us shall be resolved by arbitration. Judgment on an arbitrator's award may be entered in any court having jurisdiction. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us.

Each arbitration, including the selecting of the arbitrator, will be administered by JAMS/Endispute, LLC under its Commercial Arbitration Rules and, in addition, the Due Process Protocol for Mediation and Arbitration of Consumer Disputes most recently in effect. Arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party can initiate an arbitration proceeding by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. If a JAMS office does not exist in the county where you are located, another arbitrator will be agreed upon or if no other arbitrator can be agreed upon, then we will use the JAMS or American Arbitration Association office closest to your Home.

You and we shall each bear our own costs and expenses, including attorneys' fees, with respect to any arbitration. However, if under the circumstances relating to the dispute it is determined by the arbitrator that it would be unconscionable or otherwise inappropriate for you to pay the JAMS filing and all other fees associated with the arbitration, we will pay those fees for you.

Only disputes involving you and us may be addressed in the arbitration. You agree that you may not pursue any dispute as a "class action" unless the amount in

dispute between us is less than three thousand dollars (\$3,000), not including any claim you might bring for attorneys' fees or punitive or exemplary damages. This means that the arbitration may not address disputes involving other persons which disputes may be similar to the disputes between you and us.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Lease or to make any award that would extend to any transaction other than your own. The prevailing party in any arbitration or court action will be entitled to recover as part of the award its costs and reasonable attorneys' fees and expenses.

BECAUSE WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE UNLESS THE AMOUNT IN DISPUTE IS LESS THAN THREE THOUSAND DOLLARS (\$3,000) NOT INCLUDING ANY CLAIM YOU MIGHT BRING FOR ATTORNEYS' FEES OR PUNITIVE OR EXEMPLARY DAMAGES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

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. 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 to it as an original document.

After permit, prior to installation: \$2500 plus permitting costs

21. ENTIRE AGREEMENT; CHANGES

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. 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.

22. 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.

I have read this Lease and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Lease.

Owner's Name: Williams, James

Signature: [Signature]

Date: 2/9/11

23. ADDITIONAL RIGHTS TO CANCEL

In addition to any right you may have to cancel this Lease under Section 22, you may also cancel this Lease without charge at any time prior to 5 p.m. of the 14th calendar day after the date you sign this Lease. Further, if your 14 day cancellation right has passed, you may also cancel this Lease under the following circumstances upon payment of the following amounts:

Co-Owner's Name (if any):

Signature: _____

Date: _____

- Prior to site audit: \$500
- After site audit, prior to design: \$1000
- After design, prior to permit: \$2500

[SolarCity Signature Here]

SOLARCITY APPROVED



LYNDON RIVE, CEO

SolarLease



Date: 2 / 23 / 11



SolarLease

EXHIBIT 1

SOLARCITY COPY

3055 Clearview Way, San Mateo, CA 94402
T (888) SOL-CITY F (650) 638-1029 SOLARCITY.COM

**NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE
(ARIZONA, CALIFORNIA, COLORADO, DISTRICT OF COLUMBIA AND MARYLAND)**

Notice of Cancellation

Date of Transaction: The date you signed the Lease.

You may cancel this transaction, without any penalty or obligation, within three 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 10 days following receipt by the seller (SolarCity Corporation) 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 (SolarCity Corporation) 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 (SolarCity Corporation) regarding the return shipment of the goods at the seller's (SolarCity Corporation's) expense and risk. If you do make the goods available to the seller (SolarCity Corporation) and the seller (SolarCity Corporation) 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 (SolarCity Corporation), or if you agree to return the goods to the seller (SolarCity Corporation) 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 SolarCity Corporation, 3055 Clearview Way, San Mateo, CA 94402 not later than midnight of the date that is 3 business days from the date you signed the Lease.

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

Lessee's Signature:

Co-Lessee's Signature:



SolarLease

3055 Clearview Way, San Mateo, CA 94402
T (888) SOL-CITY F (650) 638-1029 SOLARCITY.COM

EXHIBIT 1
CUSTOMER COPY

**NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE
(ARIZONA, CALIFORNIA, COLORADO, DISTRICT OF COLUMBIA AND MARYLAND)**

Notice of Cancellation

Date of Transaction: The date you signed the Lease.

You may cancel this transaction, without any penalty or obligation, within three 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 10 days following receipt by the seller (SolarCity Corporation) 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 (SolarCity Corporation) 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 (SolarCity Corporation) regarding the return shipment of the goods at the seller's (SolarCity Corporation's) expense and risk. If you do make the goods available to the seller (SolarCity Corporation) and the seller (SolarCity Corporation) 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 (SolarCity Corporation), or if you agree to return the goods to the seller (SolarCity Corporation) 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 SolarCity Corporation, 3055 Clearview Way, San Mateo, CA 94402 not later than midnight of the date that is 3 business days from the date you signed the Lease.

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

Lessee's Signature:

Co-Lessee's Signature:



SolarLease

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EXHIBIT 1
SOLARCITY COPY

**NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE (OREGON)**

Notice of Cancellation

NOTICE OF BUYER'S RIGHT TO CANCEL

(1) _____, 20____. You, the buyer, may cancel this agreement without any penalty, cancellation fee or other financial obligation by mailing or delivering a notice to the seller within THREE BUSINESS DAYS from the above date.

(2) If you cancel:

(a) Any property you traded in, any payments you made under the sales contract and any checks or notes you signed will be returned within 10 business days following receipt by the seller of your notice of cancellation. Any security interest that arises from the transaction will be canceled.

(b) You may either make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under the sales contract or you may comply with the seller's instructions regarding the return shipment of the goods at the seller's expense and risk.

(c) If you make the goods available to the seller at your residence and the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may keep or discard the goods without further obligation.

(d) If you do not make the goods available to the seller, or if you agree to return the goods to the seller and you do not return the goods, you must perform all of your obligations under the sales contract,

(3) To cancel this transaction, mail or deliver a signed and dated copy of this notice or other written expression of your intention to cancel, or send a telegram, to SolarCity Corporation at 3055 Clearview Way, San Mateo, CA 94402 not later than 12 midnight on _____, 20____, the third business day after you signed the written agreement or offer to purchase.

I HEREBY CANCEL THIS TRANSACTION.

(Signature of buyer)

(Date)



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SolarLease

EXHIBIT 1
CUSTOMER COPY

**NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE (OREGON)**

Notice of Cancellation

NOTICE OF BUYER'S RIGHT TO CANCEL

(1) _____, 20____. You, the buyer, may cancel this agreement without any penalty, cancellation fee or other financial obligation by mailing or delivering a notice to the seller within **THREE BUSINESS DAYS** from the above date.

(2) If you cancel:

(a) Any property you traded in, any payments you made under the sales contract and any checks or notes you signed will be returned within 10 business days following receipt by the seller of your notice of cancellation. Any security interest that arises from the transaction will be canceled.

(b) You may either make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under the sales contract or you may comply with the seller's instructions regarding the return shipment of the goods at the seller's expense and risk.

(c) If you make the goods available to the seller at your residence and the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may keep or discard the goods without further obligation.

(d) If you do not make the goods available to the seller, or if you agree to return the goods to the seller and you do not return the goods, you must perform all of your obligations under the sales contract,

(3) To cancel this transaction, mail or deliver a signed and dated copy of this notice or other written expression of your intention to cancel, or send a telegram, to SolarCity Corporation at 3055 Clearview Way, San Mateo, CA 94402 not later than 12 midnight on _____, 20____, the third business day after you signed the written agreement or offer to purchase.

I HEREBY CANCEL THIS TRANSACTION.

(Signature of buyer)

(Date)



SolarLease

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EXHIBIT 2

PERFORMANCE GUARANTY AND LIMITED WARRANTY

1. INTRODUCTION

This Performance Guaranty and Limited Warranty (this "Limited Warranty") is SolarCity's agreement to provide you warranties on the System you leased. The System will be professionally installed by SolarCity 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 installing the System at your Home. We look forward to helping you produce clean, renewable solar energy at your Home.

2. LIMITED WARRANTIES

(a) Limited Warranties

SolarCity warrants the System as follows:

(i) System Warranty

During the entire Lease Term, 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 (the "System Warranty");

(ii) Roof Warranty

When we penetrate your roof during a System installation we will warrant roof damage we cause to areas that are within a three (3) inch radius of our roof penetrations. This roof warranty will run the longer of (A) one (1) year following the completion of the System installation; and (B) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period"); and

(iii) Repair Promise

During the entire Lease Term, SolarCity will honor the System Warranty and will repair or replace any 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. If we damage your home, your belongings or your Property we will repair the damage we cause or pay you for the damage we cause as described in Section 6. SolarCity may use new or reconditioned parts when making repairs or replacements. SolarCity 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 SolarCity's discretion.

(b) Warranty Length

- (i) The warranties in sections (a)(i) and (a)(iii) above will start when we begin installing the System at your Home and continue through the entire Lease Term but never less than ten (10) years. Thus, for as long as you lease the System from SolarCity, you will have a System Warranty and our Repair Promise.
- (ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section (a)(ii) above.
- (iii) If you have assumed an existing Lease, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.

(c) Performance Warranties and Guaranty

(i) Energy Production Guarantee

SolarCity guarantees that during the Lease Term the System will generate the guaranteed annual kilowatt-hours (kWh) ("Guaranteed Annual kWh") in the table set forth below as follows:

YEAR	GUARANTEED KWH	TOTAL KWH
1	10,602	10,602
2	10,496	21,098
3	10,391	31,488
4	10,287	41,775
5	10,184	51,959
6	10,082	62,042
7	9,981	72,023
8	9,882	81,905
9	9,783	91,687
10	9,685	101,372
11	9,588	110,960
12	9,492	120,453
13	9,397	129,850
14	9,303	139,153
15	9,210	148,363
16	9,118	157,482
17	9,027	166,509
18	8,937	175,445
19	8,847	184,293
20	8,759	193,051

- A. If at the end of each successive twelve (12) month anniversary of your first monthly payment the cumulative Actual Annual kWh (defined below) generated by the System is less than the Guaranteed Annual kWh, then we will send you a refund check equal to the difference between the cumulative Actual Annual kWh and the Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh (defined below). We will make that payment within thirty (30) days of the end of the calendar year.

For example, if the first twelve (12) month period commences on October 1, 2009 and ends on September 30, 2010, and the energy the System was supposed to generate is less than the energy the system was guaranteed to generate during such twelve (12) month period, we will pay you the difference in the Actual Annual kWh and the Guaranteed Annual kWh multiplied by the Guaranteed Energy price per kWh within thirty (30) days after December 31, 2010. See the table below for a real world example.

Example Guaranteed Annual kWh	Example Actual Annual 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 twelve (12) month anniversary of your first monthly payment the Actual Annual kWh is **greater** than the Guaranteed Annual kWh during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Guaranteed Annual kWh then this additional energy is yours at no additional cost.

"Actual Annual kWh" means the AC electricity produced by your System in kilowatt-hours measured and recorded by SolarCity during each successive twelve (12) month anniversary of your first monthly payment. To measure the Actual Annual kWh we will use the SolarGuard® Monitoring Service or to the extent such services are not available, we will estimate the Actual Annual kWh by reasonable means.

"Guaranteed Energy Price per kWh" means \$0.180 per kWh with an annual increase of Three-point-nine-zero percent (3.90%).

(ii) System Failure

If you are leasing the System during the Lease Term and the System is unable to generate any electricity (a "System Failure") for a whole calendar day, SolarCity will repay you for the Lease cost you paid during each whole calendar day of the System Failure within thirty (30) days. Such System Failure payments shall be included for determining payments under the production guarantee.

(iii) SolarGuard®

During the Lease Term, we will provide you at no additional cost our SolarGuard Monitoring Service ("SolarGuard"). SolarGuard is a proprietary monitoring system designed and installed by SolarCity that captures and displays historical energy generation data over an Internet connection and consists of hardware located on site and software hosted by SolarCity. If your System is not operating within normal ranges, SolarGuard will tell us and we will notify you promptly.

(iv) PowerGuide™

If you have upgraded your Lease to include the PowerGuide™ Monitoring Service ("PowerGuide"), SolarCity will provide it to you for the first ten (10) years of the Lease Term. PowerGuide is a SolarGuard improvement that captures and displays historical energy consumption data. Not all home electricity systems are compatible with PowerGuide. If you ordered PowerGuide and your home is not compatible with PowerGuide, then SolarCity will adjust your Lease payments to reflect its removal.

(v) Output Warranty

The System's electrical output during the first ten (10) years of the Lease Term shall not decrease by more than fifteen percent (15%). This Output warranty is in addition to the Energy Production Guarantee in Section 2(c)(i) of this Exhibit 2 and you will be provided a refund check for underproduction as set forth in Section 2(c)(i).

(d) Maintenance and Operation

(i) General

When your System is installed you will be given a copy of SolarCity's 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.

(ii) SolarGuard

Both the SolarGuard service and its PowerGuide upgrade require a high speed Internet line to operate. Therefore, during the Lease Term, you agree to maintain the communication link between SolarGuard and the System and between SolarGuard and the Internet. You agree to maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s). 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 your System and provide you with a production guarantee or provide a PowerGuide upgrade.

(e) 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

SolarCity 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.

(f) Exclusions and Disclaimer

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

- (i) someone other than SolarCity 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 energy not caused by SolarCity 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); and

(viii) theft of the System (e.g. if your System is stolen we will replace your System per the Lease, but we will not repay you for the power it did not produce).

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.

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

3. SOLARCITY'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 energy electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR, RELOCATION OR REMOVAL

- (a) You agree that if (i) the System needs any repairs that are not the responsibility of SolarCity 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 SolarCity, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.
- (b) If you want to return the System to SolarCity under Section 17 of the Lease then SolarCity will remove the System at no cost to you. SolarCity will remove the posts and waterproof the post area. SolarCity will warrant the waterproofing for one (1) year after it removes the System. Color matching of the patched roof area will be done with material you provide to us. You agree to reasonably cooperate with SolarCity in removing the Solar Panel 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 SolarCity is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, SolarCity will be excused from whatever performance is affected by the Force Majeure Event, provided that:

1. SolarCity, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
2. SolarCity'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
3. No SolarCity 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 SolarCity's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity 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 electricity from the utility grid, power or voltage surge caused by someone other than SolarCity including a grid supply voltage outside of the standard range specified by your utility equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from SolarCity's failure to have exercised reasonable diligence); and failure of equipment not utilized by SolarCity 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(c) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SOLARCITY 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, SolarCity's total liability arising out of relating to this Limited Warranty shall in no event:

- (i) For System Failure or Replacement: exceed the sum of the Lease payments over the Term of the Lease; 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 SOLARCITY: SolarCity Corporation
3055 Clearview Way
San Mateo, CA 94402
Attention: Warranty Claims
Telephone: 650-638-1028
Facsimile: 650-638-1029
Email: leaseadministrator@solarcity.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

SolarCity may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of SolarCity'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.



SolarLease

EXHIBIT 3A

3055 Clearview Way, San Mateo, CA 94402
T (888) SOL-CITY F (650) 638-1029 SOLARCITY.COM

STATE SPECIFIC EXCEPTIONS, TERMS AND CONDITIONS

ARIZONA

Notice to Buyers (A.R.S. §44-5004)

1. Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank.
2. You are entitled to a copy of this agreement at the time you sign it.
3. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges.
4. You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form on **EXHIBIT 1** for an explanation of this right.
5. It shall not be legal for the seller to enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.



SolarLease

EXHIBIT 3B

3055 Clearview Way, San Mateo, CA 94402
T (888) SOL-CITY F (650) 638-1029 SOLARCITY.COM

STATE SPECIFIC EXCEPTIONS, TERMS AND CONDITIONS

DISTRICT OF COLUMBIA

BUYER'S RIGHT TO CANCEL

If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to:

SolarCity Corporation
3055 Clearview Way
San Mateo, CA, 94402

If you cancel, the seller may not keep any of your cash down payment.



SolarLease

EXHIBIT 3C

3055 Clearview Way, San Mateo, CA 94402
T (888) SOL-CITY F (650) 638-1029 SOLARCITY.COM

STATE SPECIFIC EXCEPTIONS, TERMS AND CONDITIONS

OREGON

1. APPLICATION FOR THE FIT

- (a) At the end of Section 5(a) (*Lease Obligations*) the following terms are added:
 - (x) permit SolarCity to submit on your behalf an application for capacity reservation for volumetric incentive payments under the State of Oregon's Solar Photovoltaic Systems Pilot Program (the "FIT"); and
 - (xii) if you receive the FIT, timely execute a standard contract with your utility for volumetric incentive payments under the State of Oregon's Solar Photovoltaic Systems Pilot Program and assign the FIT to SolarCity or SolarCity's designee.
- (b) If you receive the FIT, the second paragraph of Section 9 (*Ownership of the System; Tax Credits and Rebates*) is replaced with the following:

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL OF THE INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS AND UTILITY REBATES ASSOCIATED WITH THE SYSTEM ARE YOUR PROPERTY. YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS ASSOCIATED WITH THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF SOLARCITY, USABLE AT ITS SOLE DISCRETION. SOLARCITY SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE.



Consumer Protection Notice

Actions to Take When Hiring a Contractor

(ORS 701.330 (1))

TAKE ACTION TO HELP MAKE YOUR PROJECT SUCCESSFUL

- 1. Make sure your contractor is properly licensed before you sign a contract or lease.** Visit www.oregon.gov/ccb, and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors or employees who exercise supervisory authority over construction activities, must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.
 - **A license also requires the contractor to have a surety bond and liability insurance**
Depending on license category, the COB surety bond provides from \$5,000 to \$20,000 coverage if the contractor is ordered to pay damages in contract disputes. Insurance coverage provides from \$100,000 to \$500,000 in general liability for property damage and bodily injury caused by the contractor.
 - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
- 2. What you should know about bids, contracts, and change orders: GET IT IN WRITING!** Always get bids, the contract, and any changes to the contract in writing. Make sure the contractor name, CCB number and contact information are included on any written documents related to your project.
 - **Bids - Do not automatically accept the lowest bid** - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
 - **Contracts and Change Orders - Always get it in writing.** Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
 - **Make sure the contractor's name, CCB number, and contact information** is included in the contract
 - **For your protection - Contracts should be as detailed as possible.** Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses.
 - **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
- 3. Additional contract information you should know:**
 - **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
 - **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb or contact an attorney.
- 4. If you should have a problem with your contractor** - You can file a complaint with the CCB against a licensed contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.



Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$1,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.



Notice of Procedure Regarding Residential Construction Arbitrations and Lawsuits

(ORS 701.330 (2))

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

Before you start an arbitration or court action, you must do the following:

1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law.

Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB# 180498

HOMEOWNER:

SolarCity Corporation

Print Contractor Name

Print Homeowner Name

Signature of Authorized Representative

Signature

Date



SolarLease

EXHIBIT 3D

3055 Clearview Way, San Mateo, CA 94402
T (888) SOL-CITY F (650) 638-1029 SOLARCITY.COM

STATE SPECIFIC EXCEPTIONS, TERMS AND CONDITIONS

TEXAS

1. LIMITATION OF INTEREST

You and SolarCity intend to strictly comply with all applicable federal and Texas laws, including applicable usury laws. The provisions of this Section shall control over every other provision of this Lease and any related documents which conflicts or is inconsistent with this Section, even if such provision declares that it controls. The term "interest" includes all charges, fees, benefits or other amounts which are interest under applicable law, provided that, to the maximum extent permitted by applicable law, (a) any payment shall be characterized as an expense or as compensation for something other than the use, forbearance or detention of money and not as interest at any time contracted for, reserved, charged or received shall be amortized, prorated, allocated and spread, in equal parts during the full term of the lease. In no event shall you be obligated to pay, or SolarCity have any right to reserve, receive or retain, (a) any interest in excess of the maximum amount of nonusurious interest permitted under the laws of the State of Texas or the applicable laws (if any) of the United States or of any other jurisdiction, or (b) total interest in excess of the amount which such Person could lawfully have contracted for, reserved, received, retained or charged had the interest been calculated for the full term of this Agreement.

2. DISTRIBUTED RENEWABLE GENERATION OWNER

You will control the generating capacity of the System and acquire title to any electric power produced by the System. You are also the "distributed renewable generation owner" of the System for purposes of the Texas Public Utility Regulatory Act and the related rules and regulations, including the rules of the Texas Public Utility Commission, and shall be responsible for obtaining interconnections arrangements with the applicable utility.

3. SOLARCITY LICENSE

SolarCity is regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints.

Certificate Of Completion

Envelope Id: 5EF7A75BB1604144A5411A3388F9DE53
 Subject: Please DocuSign: JB-922076-00 Transfer Agreement Executed 01-19.pdf
 Start Date:
 Primary Applicant:
 Source Envelope:
 Document Pages: 31
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
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Signatures: 3
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 SolarCity Asset Care
 3500 Deer Creek Road
 Palo Alto, CA 94304
 act@solarcity.com
 IP Address: 209.133.79.5

Record Tracking

Status: Original
 1/28/2019 12:54:35 PM
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Holder: Laura Barrett
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 Holder: SolarCity Asset Care
 lbarrett@tesla.com

Location: DocuSign
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Signer Events

James Williams
 jimwilliamsis007@yahoo.com
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Mary E. Bangasser Becker
 mbfamily6@gmail.com
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Robert G. Becker
 rgb@beckerarch.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

Aura Barrett
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Tesla, Inc.
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Notary Events **Signature** **Timestamp**

Envelope Summary Events **Status** **Timestamps**

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Payment Events **Status** **Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SolarCity Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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Withdrawing your consent

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 "Withdraw Consent" 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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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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: referralpayments@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.

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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 referralpayments@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:	<ul style="list-style-type: none"> ò Allow per session cookies ò Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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 "I Agree" 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.