3500 Deer Creek Road, Palo Alto, CA 94304
T (888) 765-2489 F (650) 638-1029 TESLA.COM

MYPOWER LOAN ASSUMPTION AGREEMENT

Current Customer	New Customer Name	Installation Location	JB Number
Derskins, LLC	Arturo Fematt	7809 San Vicente St, San Diego, CA 92114	JB-9217393-00

THIS ASSUMPTION AGREEMENT ("**Agreement**") made on June 29, 2021, is between Derskins, LLC ("**Original Borrower**"), Arturo Fematt ("**New Borrower**"), and Tesla, Inc. ("**Tesla**") for the purposes of transferring the rights and obligations under the MyPower Solar Loan Closed End Note and Security Agreement and the rights and obligations under the Solar Home Improvement Agreement, including the Performance Guaranty and Limited Warranty and all other agreements executed in connection therewith ("**Improvement Agreements**") from the Original Borrower to the New Borrower. We look forward to continuing to provide this home with the ability to produce clean renewable energy. The parties agree as follows:

Key Terms

1. Original Borrower entered into the Improvement Agreements with SolarCity Corporation ("SolarCity") and installed a solar system ("**System**") located at 7809 San Vicente St, San Diego, CA 92114 ("**Property**"). Pursuant to the Improvement Agreements, SolarCity sold the System to Original Borrower and has agreed to provide certain services and guaranties.
2. Original Borrower obtained a loan ("**Loan**") from SolarCity Finance Company, LLC ("**FinCo**"), which Loan is secured by the System and was subsequently assigned to SolarCity FTE Series 2, LLC ("**Secured Fund**").
3. Original Borrower also signed a promissory note entitled "MYPOWER SOLAR LOAN CLOSED END NOTE AND SECURITY AGREEMENT" dated May 5, 2021. The original Loan amount was $24,327.00 ("**Note**").
4. SolarCity caused a UCC Financing statement to be filed with the Secretary of State and recorded in the local county recorder's office ("**Financing Statements**").
5. The Note, Financing Statement, privacy notices, disclosures, and any other document executed by or delivered to Original Borrower in connection with the Loan, are referred to collectively in this Agreement as the ("**Loan Documents**").
6. Tesla has acquired SolarCity and is performing SolarCity's obligations under the Agreement.
7. Original Borrower has transferred or has agreed to transfer Original Borrower's right, title, and interest in and to the System and under the Improvement Agreements and Loan Documents to New Borrower, including any payments owed or to be owed under the Performance Guaranty and Limited Warranty ("**Transfer**").
8. New Borrower has agreed to assume Original Borrower's rights, obligations, and liabilities created or arising under the Loan Documents or Improvement Agreements ("**Assumption**"). Subject to the terms and conditions set forth below, Tesla and Secured Fund have agreed to consent to the Transfer and the Assumption.
9. Capitalized terms not defined in this Agreement will have the meanings given to them in the Improvement Agreements and Loan Documents.

10. The Transfer and Assumption will go into effect once the title of the property is conveyed to the New Borrower.

General Terms and Conditions

1. **Assignment of Rights and Assumption of Obligations.** Original Borrower hereby assigns all right, title interest and obligations in, to and under the System, the Improvement Agreements and the Loan Documents to New Borrower, and New Borrower hereby accepts and assumes all right, title, interests, and obligations in, to and under, and agrees to be bound by, the System, the Improvement Agreements, and the Loan Documents. New Borrower agrees that the Loan Documents are and will remain enforceable against New Borrower in accordance with their terms. The System will remain subject to the security interest, lien and encumbrance in the Loan Documents and perfected by the Financing Statement. New Borrower will pay all sums to be paid and perform each and every obligation to be performed by Original Borrower under and in accordance with the terms and conditions of the Loan Documents.

2. **Release**. Original Borrower is released from all future terms, provisions, and covenants of the Improvement Agreements, the Loan Documents other than accrued but unpaid liabilities as of the date of this Assumption Agreement (for which Original Borrower shall remain liable). With respect to the New Borrower, Tesla waives any obligations under the Loan Documents and Financing Statement that accrued prior to the effective date of this Assumption Agreement.

3. **Agreements.** New Borrower, Original Borrower, and Tesla agree to the following:

   (a) The current principal balance of the Loan is $24,124.90.
   (b) The principal balance of the loan that New Borrower will assume will be $24,124.90.
   (c) No Event of Default (or event which, with the giving of notice or the passage of time or both, would be an Event of Default) has occurred or is continuing under the Loan Documents or the Improvement Agreements.
   (d) Original Borrower and New Borrower agree that there are no known issues which would give them a legal right to avoid their obligations under the Improvement Agreements or Loan Documents or limit Tesla's or Tesla's right to enforce its rights under the Improvement Agreements or Loan Documents, respectively.
   (e) Original Borrower and New Borrower each acknowledges that all of Tesla's actions in connection with the Improvement Agreements have been in compliance with the terms of the Improvement Agreements, and Original Borrower and New Borrower each acknowledges and agrees that Tesla has not breached or failed to perform any duty or obligation that Tesla may owe Original Borrower.
   (f) There are no suits or actions threatened or pending against Original Borrower or New Borrower which affect the enforcement or validity of the Improvement Agreements, Note, the Financing Statement, and/or the Loan Documents.
   (g) The New Borrower has reviewed all the Improvement Agreements and Loan Documents including any necessary notices and understands that any notice or representation or warranty contained in the Improvements Agreements or the Loan Documents will apply to them upon signing this Agreement.

4. **Additional Transfers.** Each of the undersigned understands and agrees that Tesla and Secured Fund consent does not in any way limit or operate as a waiver of Tesla's or Secured Fund's rights with respect to future transfers under the provisions of the Improvement Agreements or Loan Documents.

5. **Continuing Obligations.** Each of the undersigned will execute, acknowledge, and deliver any documents Tesla or Secured Fund may require to document the Assumption, the Transfer, or to implement the provisions of this Agreement. The failure of New Borrower to comply with Tesla's or Secured Fund's request in a reasonable time and manner will constitute an Event of Default under the Loan Documents or Improvement Agreements, as applicable. The failure of Original Borrower to comply with Tesla's or Secured Fund's request in a reasonable time and manner will constitute an Event of Default under the Loan Documents or Improvement Agreements, as applicable.

6. **Executed Originals.** Executed originals of this Agreement may be (a) attached permanently to the Note as an amendment to the Note.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ORIGINAL BORROWER: Derskins, LLC

By: Mark Schwartz (Jun 29, 2021 16:49 PDT)

Mark Schwartz, Member

Date: 06/29/2021

NEW BORROWER: Arturo Fematt

By: ARTURO FEMATT
ARTURO FEMATT (Jun 29, 2021 16:50 PDT)

Date: 06/29/2021

SolarCity FTE Series 2, LLC

By:

Tesla, Inc.

Name: Yaron Klein
Title: VP, Financial Services & Treasurer

Date: 6/29/2021

3500 Deer Creek Road, Palo Alto, CA 94304
T (888) 765-2489 F (650) 638-1029 TESLA.COM

MYPOWER LOAN ASSUMPTION AGREEMENT

Current Customer	New Customer Name	Installation Location	JB Number
Nicoele Mitchell Josh Mitchell	Derskins, LLC	7809 San Vicente St, San Diego, CA 92114	JB-9217393-00

THIS ASSUMPTION AGREEMENT ("**Agreement**") made on May 5, 2021, is between Nicoele Mitchell and Josh Mitchell ("**Original Borrower**"), Derskins, LLC ("**New Borrower**"), and Tesla, Inc. ("**Tesla**") for the purposes of transferring the rights and obligations under the MyPower Solar Loan Closed End Note and Security Agreement and the rights and obligations under the Solar Home Improvement Agreement, including the Performance Guaranty and Limited Warranty and all other agreements executed in connection therewith ("**Improvement Agreements**") from the Original Borrower to the New Borrower. We look forward to continuing to provide this home with the ability to produce clean renewable energy. The parties agree as follows:

Key Terms

1. Original Borrower entered into the Improvement Agreements with SolarCity Corporation ("SolarCity") and installed a solar system ("**System**") located at 7809 San Vicente St, San Diego, CA 92114 ("**Property**"). Pursuant to the Improvement Agreements, SolarCity sold the System to Original Borrower and has agreed to provide certain services and guaranties.
2. Original Borrower obtained a loan ("**Loan**") from SolarCity Finance Company, LLC ("**FinCo**"), which Loan is secured by the System and was subsequently assigned to SolarCity FTE Series 2, LLC ("**Secured Fund**").
3. Original Borrower also signed a promissory note entitled "MYPOWER SOLAR LOAN CLOSED END NOTE AND SECURITY AGREEMENT" dated October 22, 2015. The original Loan amount was $24,327.00 ("**Note**").
4. SolarCity caused a UCC Financing statement to be filed with the Secretary of State and recorded in the local county recorder's office ("**Financing Statements**").
5. The Note, Financing Statement, privacy notices, disclosures, and any other document executed by or delivered to Original Borrower in connection with the Loan, are referred to collectively in this Agreement as the ("**Loan Documents**").
6. Tesla has acquired SolarCity and is performing SolarCity's obligations under the Agreement.
7. Original Borrower has transferred or has agreed to transfer Original Borrower's right, title, and interest in and to the System and under the Improvement Agreements and Loan Documents to New Borrower, including any payments owed or to be owed under the Performance Guaranty and Limited Warranty ("**Transfer**").
8. New Borrower has agreed to assume Original Borrower's rights, obligations, and liabilities created or arising under the Loan Documents or Improvement Agreements ("**Assumption**"). Subject to the terms and conditions set forth below, Tesla and Secured Fund have agreed to consent to the Transfer and the Assumption.
9. Capitalized terms not defined in this Agreement will have the meanings given to them in the Improvement Agreements and Loan Documents.

10. The Transfer and Assumption will go into effect once the title of the property is conveyed to the New Borrower.

General Terms and Conditions

1. **Assignment of Rights and Assumption of Obligations.** Original Borrower hereby assigns all right, title interest and obligations in, to and under the System, the Improvement Agreements and the Loan Documents to New Borrower, and New Borrower hereby accepts and assumes all right, title, interests, and obligations in, to and under, and agrees to be bound by, the System, the Improvement Agreements, and the Loan Documents. New Borrower agrees that the Loan Documents are and will remain enforceable against New Borrower in accordance with their terms. The System will remain subject to the security interest, lien and encumbrance in the Loan Documents and perfected by the Financing Statement. New Borrower will pay all sums to be paid and perform each and every obligation to be performed by Original Borrower under and in accordance with the terms and conditions of the Loan Documents.

2. **Release**. Original Borrower is released from all future terms, provisions, and covenants of the Improvement Agreements, the Loan Documents other than accrued but unpaid liabilities as of the date of this Assumption Agreement (for which Original Borrower shall remain liable). With respect to the New Borrower, Tesla waives any obligations under the Loan Documents and Financing Statement that accrued prior to the effective date of this Assumption Agreement.

3. **Agreements.** New Borrower, Original Borrower, and Tesla agree to the following:

   (a) The current principal balance of the Loan is $24,124.90.
   (b) The principal balance of the loan that New Borrower will assume will be $24,124.90.
   (c) No Event of Default (or event which, with the giving of notice or the passage of time or both, would be an Event of Default) has occurred or is continuing under the Loan Documents or the Improvement Agreements.
   (d) Original Borrower and New Borrower agree that there are no known issues which would give them a legal right to avoid their obligations under the Improvement Agreements or Loan Documents or limit Tesla's or Tesla's right to enforce its rights under the Improvement Agreements or Loan Documents, respectively.
   (e) Original Borrower and New Borrower each acknowledges that all of Tesla's actions in connection with the Improvement Agreements have been in compliance with the terms of the Improvement Agreements, and Original Borrower and New Borrower each acknowledges and agrees that Tesla has not breached or failed to perform any duty or obligation that Tesla may owe Original Borrower.
   (f) There are no suits or actions threatened or pending against Original Borrower or New Borrower which affect the enforcement or validity of the Improvement Agreements, Note, the Financing Statement, and/or the Loan Documents.
   (g) The New Borrower has reviewed all the Improvement Agreements and Loan Documents including any necessary notices and understands that any notice or representation or warranty contained in the Improvements Agreements or the Loan Documents will apply to them upon signing this Agreement.

4. **Additional Transfers.** Each of the undersigned understands and agrees that Tesla and Secured Fund consent does not in any way limit or operate as a waiver of Tesla's or Secured Fund's rights with respect to future transfers under the provisions of the Improvement Agreements or Loan Documents.

5. **Continuing Obligations.** Each of the undersigned will execute, acknowledge, and deliver any documents Tesla or Secured Fund may require to document the Assumption, the Transfer, or to implement the provisions of this Agreement. The failure of New Borrower to comply with Tesla's or Secured Fund's request in a reasonable time and manner will constitute an Event of Default under the Loan Documents or Improvement Agreements, as applicable. The failure of Original Borrower to comply with Tesla's or Secured Fund's request in a reasonable time and manner will constitute an Event of Default under the Loan Documents or Improvement Agreements, as applicable.

6. **Executed Originals.** Executed originals of this Agreement may be (a) attached permanently to the Note as an amendment to the Note.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ORIGINAL BORROWER: Nicoele Mitchell

By: Nicoele Mitchell (May 5, 2021 11:11 CDT)

Date: 05/05/2021

ORIGINAL BORROWER: Josh Mitchell

By: Josh Mitchell (May 5, 2021 12:13 EDT)

Date: 05/05/2021

NEW BORROWER: Derskins, LLC

By: Mark Schwartz (May 5, 2021 08:38 PDT)

Mark Schwartz, Member

Date: 05/05/2021

SolarCity FTE Series 2, LLC

By:

Tesla, Inc.

Name: Yaron Klein
Title: VP, Financial Services & Treasurer

Date: 5/5/2021

DocuSign Envelope ID: 7F22B26D-E950-459C-8B55-6E96D214ADC9

SolarCity | MyPower

Customer Name and Address
Nicoele Mitchell
Josh Mitchell
7809 San Vicente St
San Diego, CA 92114

Installation Location
7809 San Vicente St
San Diego, CA 92114

Date
10/22/2015

Here are the key terms of your MyPower Agreement

$0
Loan Down Payment

17.39 ¢
Equivalent rate per kWh
Before Rate Reduction Payment
Initial here DS MM

12.47 ¢
Equivalent rate per kWh
After Rate Reduction Payment
(estimated)
Initial here DS MM

The SolarCity Promise

- We provide a money-back energy performance guarantee.
- We guarantee that if you sell your Home, the buyer will qualify to assume your Agreement. Initial here DS MM
- We warrant all of our roofing work.
- We warrant and repair the System. Initial here DS MM
- We fix or pay for any damage we may cause to your property.
- We provide 24/7 web-enabled monitoring at no additional cost.
- The rate you pay us will never increase by more than 2.50% per year[1].
- The pricing in this Agreement is valid for 30 days after 10/21/2015.
- You are free to cancel any time prior to construction at no charge.
- This is not a lease. Your new solar system belongs to you.
- You can prepay your loan at any time with no penalty or fee[1].

Your SolarCity MyPower Agreement Details

Est. system size
4.770 kW

Est. first year production
7,227 kWh

Total System Cost	**$24,327**	**APR[2]**	**4.99 %**
REC Value	**-$0**	**Term**	**30 yrs** Initial here DS MM
Rebate Value	**-$0**	**Federal Tax Credit[3]**	**-$7,298** 30% of eligible system cost
Loan Amount	**$24,327**	**kWh Rate Reduction Payment**	**$7,298** Due June 1st the year after installation

3055 Clearview Way, San Mateo, CA 94402 | 888.765.2489 | solarcity.com

1 These features are provided through a loan by SolarCity Finance Company, LLC. The cost for the Partial Payment Option for the Rate Reduction Payment is not a prepayment penalty
2 This rate includes a 0.50 % discount for using auto-pay from your checking account
3 To realize the benefit of the federal tax credit, customer must have federal income tax liability that is at least equal to the value of the tax credit
Solar Home Improvement Agreement, MyPower Solar Plan, version 4.0.3c, October 2, 2015
SolarCity Corporation CA CSLB 888104. The MyPower loan is being provided by SolarCity Finance Company LLC CA Finance Lenders License 605 4796
Document generated on 10/21/2015
Copyright 2008-2015 SolarCity Corporation, All Rights Reserved

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DocuSign Envelope ID: 7F22B26D-E950-459C-8B55-6E96D214ADC9

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

SOLAR HOME IMPROVEMENT AGREEMENT - RESIDENTIAL

Customer Name and Address	Salesperson	Installation Location	Contractor License
Nicoele Mitchell Josh Mitchell 7809 San Vicente St San Diego, CA 92114	Adam Flanagan Registration/License Number: 5183 MERCURY PT San Diego, CA 92111	7809 San Vicente St San Diego, CA 92114	CA CSLB 888104

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

KEY TERMS AND CONDITIONS

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

   Sale and installation of a 4.770 kW DC photovoltaic system consisting of PV modules, corresponding inverter(s) and a mounting system designed for installation and operation at your Home

2. **CONTRACT PRICE.** The Contract Price for the Project is $24,327.00.

   The Contract Price is subject to final site survey and any amendments and change orders agreed to in writing by both parties.

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

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

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

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

4. **SCHEDULE OF PAYMENTS.**

PAYMENT	TIMING & NOTES	AMOUNT
Total System Cost		$24,327.00
Down Payment	Due Upon Installation	$0.00
REC Value		-$0
Rebate Value		-$0
Loan Amount (financed by the MyPower Solar Plan Loan)	Loan proceeds paid to SolarCity at Installation	$24,327.00

(CUSTOMER'S INITIALS) DS MM

5. The pricing in this Agreement is valid for 30 days after 10/21/2015. If you don't sign this Agreement and return it to us on or prior to 30 days after 10/21/2015, SolarCity reserves the right to reject this Agreement unless you agree to our then current pricing.

6. **ACKNOWLEDGMENTS.**

You agree to the following:

☒ You agree that you are aware that you can obtain financing from any lender to purchase this System and this Agreement is not conditional on you obtaining financing from SolarCity Finance Company, LLC.

☒ You acknowledge that you are voluntarily requesting financing from SolarCity Finance Company, LLC and that you have received a copy of the MyPower Solar Plan Closed End Note and Security Agreement (see Exhibit 4).

☒ You understand that in order to realize the benefit of the solar investment tax credit, you must have federal income tax liability that is at least equal to the value of the tax credit.

7. **ADDITIONAL RIGHTS TO CANCEL. IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS AGREEMENT UNDER SECTION 8 BELOW AND UNDER SECTION 1 OF THE GENERAL TERMS AND CONDITIONS, YOU MAY CANCEL THIS AGREEMENT, INCLUDING ANY SUBSEQUENT AMENDMENT, AT NO COST AT ANY TIME PRIOR TO COMMENCEMENT OF CONSTRUCTION ON YOUR HOME.**

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

Customer's Name: Nicoele Mitchell

Signature: DocuSigned by: Nicoele Mitchell 83E2C7CB0F47479...

Date: 10/22/2015

Customer's Name: Josh Mitchell

Signature: Josh Mitchell 040711C3565A435...

Date: 10/22/2015

Solar Home Improvement Agreement

SolarCity approved

Signature:

Lyndon Rive, CEO

Date: 10/21/2015

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

GENERAL TERMS AND CONDITIONS

YOU ACKNOWLEDGE BY SIGNING THIS AGREEMENT, AS OF THE DATE OF YOUR EXECUTION, YOU ARE VOLUNTARILY CANCELING YOUR PREVIOUSLY SCHEDULED SOLARCITY SERVICE AND ALL PRIOR EXSISTING CONTRACTS BETWEEN YOU AND SOLARCITY WHICH PERTAIN TO YOUR HOME. INSTEAD, YOU HAVE CHOSEN TO OBTAIN THE MYPOWER SOLAR LOAN TO FINANCE YOUR PURCHASE OF THE SYSTEM FROM SOLARCITY CORPORATION. YOU AGREE THAT THIS AGREEMENT AND ALL THE EXHIBITS ATTACHED TO THIS AGREEMENT SHALL HAVE PRIORITY OVER ALL PREVIOUSLY EXECUTED DOCUMENTS WHICH PERTAIN TO YOUR HOME.

1. CHANGES, PERMITS, REBATES, INCENTIVES

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

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

Depending on the state and utility district in which you reside, you may be eligible for various state and local rebates and incentives. The rebate and incentive calculations SolarCity provides to Customer are estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to the Project. However, actual rebates and incentives are variable as eligibility requirements, funding availability and rates may change. In an effort to assist you in capturing your rebate, SolarCity will use good faith reasonable efforts to help Customer secure applicable rebates and incentives, but SolarCity shall have no financial obligation to Customer regarding actual rebate and incentive amounts received.

Customer agrees to pay the Contract Price in full regardless of the actual amount of rebates and/or incentives you receive. Customer also directs SolarCity to apply any rebate or incentive, beyond those sold to SolarCity under the REC Agreement, which SolarCity obtains on behalf of the Customer, toward paying down the outstanding balance owed on the MyPower Solar Loan.

2. SCHEDULE OF PROGRESS PAYMENTS

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

You have chosen to finance all or a portion of the Contract Price by entering into a MyPower Solar Closed End Note and Security Agreement between You and SolarCity Finance Company, LLC (see Exhibit 4) (the "MyPower Solar Loan ") You have agreed to have SolarCity Finance Company, LLC pay SolarCity Corporation the amount identified in Section 4 of the Key Terms and Conditions cover sheet or any applicable amendment amending Section 4 of the Key Terms.

Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the

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

3. PROPERTY CONDITIONS

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

4. EXISTING CONDITIONS

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

5. COST OR DELAY DUE TO UNFORESEEN CONDITIONS

SolarCity is not responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of conditions beyond SolarCity's reasonable control (all of which shall be considered "Force Majeure Events"). Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If SolarCity discovers unforeseen conditions requiring additional cost, then SolarCity shall present such costs to you and get your written approval before beginning or continuing performance. **Failure to provide such approval may result in SolarCity exercising its termination rights pursuant to Section 8 of this Agreement.**

6. PROPERTY ACCESS

You grant to SolarCity and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (i) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (ii) 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 (iii) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System.

7. TITLE AND RISK OF LOSS

Title to the Project shall transfer to you when we complete installation of the Project. After delivery of the System equipment and materials to your Property, other than damage directly resulting from SolarCity's actions, you bear risk of loss to the System for all causes of loss not covered by **Exhibit 2** and for all losses occurring after the end of the Warranty Period (see **Exhibit 2**). SolarCity retains all SolarCity-owned intellectual property rights on any of the equipment installed in your System including, but not limited to, patents, copyrights and trademarks and any data generated by SolarCity's monitoring system.

8. TERMINATION AND DEFAULT

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

9. REMEDIES UPON CUSTOMER'S BREACH

Without limiting any of SolarCity's other rights and remedies, upon any breach by Customer, including any failure of Customer to pay SolarCity any amount due, SolarCity shall have the right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Customer for any amounts payable under this Agreement; (iii) recover all amounts due under this Agreement for services provided through the date of termination including interest (prime + 2% or such amount as allowed by law); (iv) remove any Project materials or equipment from the Property; (v) submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record; and (vi) any other legal remedies including but not limited to mechanics' liens or similar remedies.

10. MECHANICS' LIEN RELEASES

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

11. SOLARCITY'S INSURANCE

a. **Commercial General Liability Insurance (CGL).** SolarCity carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

b. **Workers' Compensation Insurance.** SolarCity carries workers' compensation insurance for all employees in compliance with law.

12. INDEMNIFICATION

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

13. GOVERNING LAW

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

14. ENTIRE AGREEMENT

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

15. WAIVER

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

16. SELLING YOUR HOME

If you sell your Home you can:

(i) **Transfer this Agreement.**

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

(ii) Move the System to Your New Home.

The System can be moved to your new home pursuant to Section 5 of the Performance Guarantee and Limited Warranty.

17. PRIVACY/PUBLICITY

You grant SolarCity the right to publicly use, display, share, and advertise the photographic images, Project details, price and any other non-personally identifying information of your Project. SolarCity shall not knowingly release any personally identifiable information about you or any data associating you with the Project location. You may opt-out of these publicity rights by giving us written notice and mailing it to: SolarCity Corporation, Attention: Publicity Opt Out, 3055 Clearview Way, San Mateo, CA 94402.

18. ARBITRATION OF DISPUTES

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this Agreement without giving effect to conflict of laws principles. We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration.

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process 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. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than SolarCity's last written settlement offer. When determining whether your award is higher than SolarCity's last written settlement offer, your attorney's fees and costs will not be included.

Only Disputes involving you and SolarCity may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and SolarCity.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any Dispute shall apply to any arbitration between us. The Arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND 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 RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, 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.

NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

CUSTOMER'S INITIALS:

CONTRACTOR'S INITIALS: LR

19. LIMITED WARRANTY

YOU UNDERSTAND THAT THE PROJECT IS WARRANTIED UNDER THE TERMS OF EXHIBIT 2, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT OR ITS INSTALLATION. UPON TRANSFER OF TITLE UNDER THIS AGREEMENT, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE PROJECT WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT SOLARCITY HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

20. LIMITATION OF LIABILITY.

a. **No Consequential Damages**. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. WE BOTH 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**. Neither party's liability to the other will exceed $2,000,000, including without limitation, damages to your Home or Property during the performance of the Project or resulting from the Project.

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

21. NOTICE REGARDING PERFORMANCE AND PAYMENT BONDS

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

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

- Exhibit 1:
  Notice of Cancellation (3 Day Right to Cancel)
- Exhibit 2:
  Performance Guarantee and Limited Warranty
- Exhibit 3:
  State Specific Provisions

- Schedule A (Purchase Order)
- Schedule B (Renewable Energy Credit Agreement (if applicable)
- Change Order Form
- Solar Operation and Maintenance Guide

23. ANCILLARY DOCUMENTS

- Exhibit 4:
  MyPower Solar Loan Closed End Note and Security Agreement and Truth-in-Lending Act Disclosure Statement

EXHIBIT 1 (SOLARCITY COPY)

NOTICE OF CANCELLATION

STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction: The date you signed the Agreement.

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 TEN 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, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Agreement.

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

Customer's Signature:

_____

Customer's Signature:

_____

EXHIBIT 1 (CUSTOMER COPY)

NOTICE OF CANCELLATION

STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction: The date you signed the Agreement.

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 TEN 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, Document Receiving, 6611 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Agreement.

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

Customer's Signature:

_____

Customer's Signature:

_____

EXHIBIT 2

PERFORMANCE GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Performance Guarantee and Limited Warranty (this "Limited Warranty") is SolarCity Corporation's ("SolarCity"or "we") agreement to provide you ("Customer") warranties on the System you purchased under the Agreement. The System will be professionally installed by SolarCity at the address you listed in the Agreement. We will refer to the installation location as your "Property" or your "Home" This Limited Warranty begins when we start installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home.

2. LIMITED WARRANTIES, PERFORMANCE GUARANTEE

(a) Limited Warranties

(i) System Warranty

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

(ii) Roof Warranty

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

(iii) Damage Warranty

We will repair damage we cause to your Home, your belongings or your property or pay you for the damage we cause, as limited by Section 6, for the full Term (except damages that result from our roof penetrations, which damages are covered for the first ten (10) years of the Term).

Under each of these warranties SolarCity will repair or replace any damage, defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. 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) Performance Guarantee

(i) Power Production Guarantee

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

Year	Total kWh	Equivalent Rate/kWh
2	13,696	0.18513
4	27,256	0.13955
6	40,680	0.14662
8	53,971	0.15404

10	67,129	0.16184
12	80,155	0.17003
14	93,052	0.17864
16	105,820	0.18768
18	118,461	0.19718
20	130,976	0.20717
22	143,365	0.21765
24	155,632	0.22867
26	167,775	0.24025
28	179,798	0.25241
30	191,701	0.26519

A. If at the end of each successive 24 month anniversary of the first day of the month immediately following the month in which your System commences operation the cumulative Actual kWh (defined below) generated by the System is less than the Guaranteed kWh, then we will pay you directly an amount equal to the difference, if any, between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Equivalent Rate per kWh (defined below). Your cumulative Actual kWh is dependent on a shading percentage of **5.00%** on your Home. If this shading percentage increases, your Guaranteed kWh will be reduced proportionately.

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

Example Guaranteed kWh	**Example Actual kWh**	**Example Equivalent Rate per kWh**	**Example Payment to You**
10,000	9,500	$0.10	$50.00

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

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

"Equivalent Rate per kWh" is set out in the table in Section 2(b)(i) above.

(ii) PowerGuide™ Solar Monitoring

For 30 years following the date that your System is interconnected to the utility's electric distribution system we will provide you, at no additional cost, our PowerGuide™ Solar Monitoring Service ("PowerGuide™"). PowerGuide 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, PowerGuide™ will alert us and we will remedy any material issues promptly.

(iii) Output Warranty

The System's electrical output during the first ten (10) years of the Warranty Period shall not decrease by more than fifteen percent (15%). This output warranty is addressed in the Power Production Guarantee in Section 2(b)(i) of this Exhibit 2 and you will be provided a payment for underproduction as set forth in Section 2(b)(i).

(c) Maintenance and Operation

(i) General

When the System is installed, SolarCity will provide you with a copy of its Solar Operation and Maintenance Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information.

(ii) PowerGuide™ Solar Monitoring

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

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

A. emailing us at the email address in Section 8 below;

B. writing us a letter and sending it overnight mail with a well-known service; or

C. sending us a fax at the number in Section 8 below.

You must report all claims to SolarCity no later than 48 hours after you become aware of any occurrence that causes the System to stop performing as intended.

(ii) Transferable Limited Warranty

SolarCity will accept and honor any valid and properly submitted Warranty claim made during the Warranty Period by any person who purchases the System from you or whomever assumes the System and the MyPower Solar Loan under SolarCity's transfer process.

(e) Exclusions and Disclaimer

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

(i) someone other than SolarCity or its approved service providers installed, removed, re-installed or repaired the System (including, but not limited to, damaging the System during such work);

(ii) your failure to perform, or breach of, your obligations under this Limited Warranty, including not reporting System failure or damage, your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Solar Operation and Maintenance Guide, or you modify or alter the System;

(iii) shading from foliage that is new growth or is not kept trimmed to its appearance as of the date the System was installed;

(iv) any System failure or lost or diminished performance 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);

(v) theft or vandalism of the System;

(vi) any gross negligence or willful misconduct by you or your agents or representatives;

(vii) any System damage caused by one of the following natural disasters: earthquake, flood, named windstorms/hurricanes;

(viii) your failure to cooperate with SolarCity during the claims coverage evaluation process;

(ix) with respect to the obligations under sections 2(b), 2(d), and 5(b) only, any lost power production or System damage that results from any Force Majeure Event (as defined below);

(x) damage to your Home, belongings or property that results from our roof penetrations after the end of the Roof Warranty; and

(xi) damage or loss to the System due to ball strikes.

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

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

Snow or ice may accumulate on rooftops and on solar panels during snow storms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. If and when conditions safely allow you to remove accumulated snow or ice, you should do so to reduce the likelihood of excess snow sliding or falling.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(a) 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. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. YOUR ADDITIONAL OBLIGATIONS

(a) You grant to SolarCity and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of compliance with this Limited Warranty.

(b) If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System pursuant to Section 5 of this Limited Warranty.

(c) During the Warranty Period you agree:

(i) to only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

(ii) to keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when SolarCity installed it;

(iii) to keep the panels clean, pursuant to this Limited Warranty and the Solar Operation and Maintenance Guide;

(iv) to not modify your Home in a way that shades the System;

(v) to be responsible for any conditions at your Home that affect the installation of the System (e.g. blocking access to the roof or removing a tree that is in the way);

(vi) to not remove any markings or identification tags on the System;

(vii) to permit SolarCity, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;

(viii) to not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

(ix) to notify SolarCity if you think the System is damaged, appears unsafe or is stolen; and

(x) that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without SolarCity's prior written consent.

4. 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 power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

5. SYSTEM REPAIR, RELOCATION

(a) Repair. 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, you will have SolarCity, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation.

(b) Removal/Moving. SolarCity will remove and replace the System from your roof while roof repairs are being made for a payment of $499. You will need to provide storage space for the System during such time. Where permitted by your utility and under the Agreement, SolarCity will work with you to move the System to your new home as follows: SolarCity will conduct an audit of your existing Home and new home to determine if a move is commercially feasible. This audit will cost $499. If SolarCity determines that a move is commercially feasible, it will then move the System for an additional payment of $499. SolarCity's obligations under this Section 5(b) are contingent on your compliance with the terms of the Agreement. If we reinstall your System, the Roof Warranty will restart at the completion of reinstallation and run for ten (10) years from reinstallation.

6. 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:

(a) SolarCity, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;

(b) 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

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

7. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES (INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 2(b) 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 Replacement: exceed the original cost of the System; and

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

8. NOTICES

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

TO SOLARCITY: SolarCity Corporation

3055 Clearview Way
San Mateo, CA 94402
Attention: Warranty Claims
Telephone: 650-638-1028
Facsimile: 650-638-1029
Email: customercare@solarcity.com

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

9. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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 owns the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

DocuSign Envelope ID: 7F22B26D-E950-459C-8B55-6E96D214ADC9

EXHIBIT 4

STATE SPECIFIC PROVISIONS

CALIFORNIA CONTRACTOR LICENSING INFORMATION: CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information:

-Visit CSLB's Internet website at www.cslb.ca.gov
-Call CSLB at 800-321-CSLB (2752)
-Write CSLB at P.O. Box 26000, Sacramento, CA 95826

CALIFORNIA MECHANICS LIEN WARNING:
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances.

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

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For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

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EXHIBIT 7

MYPOWER SOLAR LOAN CLOSED END NOTE AND SECURITY AGREEMENT AND TRUTH IN LENDING DISCLOSURE STATEMENT- SECURED BY PERSONAL PROPERTY

Borrower: Nicoele Mitchell
7809 San Vicente St
San Diego, CA 92114

Loan Date: 10/22/2015

This note is payable to the Lender: SolarCity Finance Company, LLC. 3055 Clearview Way San Mateo, CA 94402 (Lending License Number CA Finance Lenders License 605 4796) or its assignee. This Closed End Note and Security Agreement and Truth in Lending Disclosure consists of 13 pages. Please read all 13 pages carefully and please sign on the last page.

Truth in Lending Disclosure

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
5.49 %	$21,289.68 estimate	$24,327.00	$45,616.51 estimate

Payment Schedule		
Number of Payments	Amount of Payments	When Payments Are Due
360 estimate	The amount of your payments will vary from the first to the last payment. First payment amount: $111.49 estimate Last payment amount: $138.10 estimate Balloon Payment Due June 1st of the calendar year after System Installation: $7,298.10	Monthly, beginning on the 1st day of the second calendar month after the System is interconnected to the utility's electric distribution system. June 1st balloon payment is due the June 1st of the calendar year after System Installation

Security: You are giving a security interest in: The System Being Purchased
Late Charge: If a payment is more than 10 days late, you will be charged $10.
Prepayment: If you pay off early, you:
☐ may ☒ will not have to pay a penalty.
See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

MyPower Solar Plan Loan – Amount Financed Itemization

Itemization of the Amount Financed of	$24,327.00
Amount given to you directly:	$0
Amount paid to others on your behalf:	$24,327.00 to SolarCity Corporation

MyPower Solar Loan
Closed End Note and Security Agreement

Promise to Pay. I promise to pay SolarCity Finance Company, LLC or its assigns the sum of $24,327.00. I promise to pay interest on unpaid principal at the annual rate of 5.49 %. Interest will begin to accrue on the 1st day of the following month in which the solar power system (the "System"), that has been installed at my home, at the address stated above, is interconnected to the utility's electric distribution system ("Connection Date").

Covered Payment Dates. I will pay principal and interest for an estimated 360 monthly installments. The term of the loan will not be more than 360 months ("Loan Term"). Payments will be due the first (1st) of each month as shown on my monthly bill (the "Payment Date"). The first payment will be due the first (1st) day of the second calendar month after the Connection Date. You will adjust the amount of each payment and the number of Payment Dates as provided below.

How Payments are Calculated and Applied. Each Payment Date, I will pay at least the "Total Amount Due" that is displayed on my monthly bill. The Total Amount Due will be the sum of all past due amounts plus my "Current Monthly Payment" that will be displayed on my monthly bill. I agree to make all payments in U.S. Dollars. You will apply all payments and all amounts due at maturity first to outstanding fees, if any, then to accrued interest and any balance to the reduction of principal. Payments made in any billing cycle that are greater than the Total Amount Due on my bill will not affect my obligation to make the following months' full Total Amount Due. You will reject payments that are drawn on a financial institution located outside of the United States.

I agree that my Current Monthly Payments will be calculated as follows: the amount of kWh produced for the preceding month by the System; multiplied by the applicable agreed Equivalent Rate per kWh (my starting Equivalent Rate per kWh is provided in the attached Schedule 1). I agree to allow SolarCity Corporation to share all information about my System with you so that you can calculate my Current Monthly Payment. If, for whatever reason, you are not provided with the production information (including but not limited to: lost internet connection, damage to the system, or removal of the System), then I agree to allow you to estimate the production of my System for the purposes of calculating my Current Monthly Payment (for example, you could base your estimate on the prior years' production of the System or if that information is not available, we agree to use the estimates that SolarCity Corporation used to calculate my Guaranteed kWh in the Production Guarantee)("Estimated Production"). I will not be charged for Estimated Production if the System is producing no electricity due to: i) lack of sunlight (not due to shading); ii) any System damage where SolarCity Corporation is obligated to repair or replace the System; iii) any act that is the result of SolarCity Corporation's failure to have exercised reasonable diligence in repair of the System; or iv) if it's due to grid failure or power outages caused by someone other than me. For all other events where the System is producing no electricity, I agree to allow you to charge me based upon Estimated Production.

Equivalent kWh Rate Reduction Payment. In addition to the Current Monthly Payment, for the June 1st Payment Date of the year following the year in which my System is installed, I will make a payment of $7,298.10 toward the outstanding principal (the "Rate Reduction Payment"). This payment shall be in addition to any outstanding Current Monthly Payment, Fees, Interest Balance, or other cost currently due and payable. Any Prepayment that I make before the Rate Reduction Payment will be credited toward the Rate Reduction Payment.

The payment schedule contained in this contract requires that I make a balloon payment of $7,298.10 which is a payment more than double the amount of the regular payments. I have an absolute right to obtain a new payment schedule if I default in the payment of any balloon payment. You have already provided me with that payment schedule in Schedule 1. If I fail to make the Rate Reduction Payment, I will continue to be charged at the agreed upon rate provided in Schedule 1 and I will not be in default for failing to make the Rate Reduction Payment.

Timing of Interest Calculation and Interest Balance. Interest will be computed monthly based on my outstanding balance at the end of the month (which will be reduced by any payments I make that month that are sufficient to reduce the principal amount). In some months, my Current Monthly Payment may not be sufficient to cover all the accrued interest in that month, which may leave unpaid interest ("Interest Balance"). Any Interest Balance will be paid from the subsequent payments and will be paid before any payments are applied to current accrued interest or principal. The Interest Balance shall not be added to principal and shall not accrue interest on it. However, the Interest Balance will be added to the total loan balance. Notwithstanding the foregoing, the APR on this MyPower Solar Loan Closed End Note and Security Agreement ("Note") will never exceed the maximum rate permitted by the usury

laws of the state in which my System is initially installed, or any preempting federal law, if any, that is applicable to this kind of loan and any overcharge shall be returned to me.

Loan Annual Percentage Rate Discount. If I elect to pay my monthly payments by allowing you to automatically deduct my monthly payment from my checking or savings account ("Automatic Payments"), then the following month, I will be eligible to receive a 0.50 % discount on the Annual Percentage Rate ("APR") charged to the outstanding principal on my loan the following month ("APR Discount"). If I do not make a payment via Automatic Payments, then the following month, I will not be eligible for the 0.50 % APR discount on my loan. I acknowledge that this discount will not affect my Current Monthly Payment, but it will affect the total interest accrued the following month and the total amount I owe on my loan. I acknowledge that it is my responsibility to ensure that the Automatic Payment is made on time. If I do not have sufficient funds in my account, or my bank has placed a hold on my account, the payment may not be made on time. If your attempts to automatically deduct the funds from my account fail, you reserve the right to not provide me with the APR Discount.

Order and Calculation of Your Equivalent Rate per kWh. I acknowledge that my Equivalent Rate per kWh is not an electricity rate, it is not a substitute for APR, and you are not selling me electricity. You are providing me the flexibility to make my loan payments like I am paying for electricity. My "Equivalent Rate per kWh" is based upon 5 factors: 1) my loan balance (which includes any accrued interest); 2) the Loan Term; 3) the applicable APR; 4) the expected production of my System; and 5) my 2.50 % kWh annual rate escalator. Once my loan balance, Loan Term and APR are set, you will then estimate the production of my System over the Loan Term. Based on your production estimates, you will calculate the Equivalent Rate per kWh, with the 2.50 % kWh annual rate escalator, that will be necessary for me to pay off my loan balance within the Loan Term (Schedule 1 to this Note reflects the starting Equivalent Rate per kWh based on those estimates). I acknowledge that my starting Equivalent Rate per kWh shall be the rate disclosed in Column 2 of Schedule 1, and is based on a loan balance of $24,327.00, a loan term of 360 payments, and a 5.49 % APR. I understand that if I would like to have the lower starting Equivalent Rate per kWh that is based off a 4.99 % APR, which is found in Column 1 of Schedule 1, then I will need to sign up for Automatic Payments prior to the Connection Date. I acknowledge that after the Connection Date, my Equivalent Rate per kWh will not change based on whether or not I make my monthly payments by Automatic Payments and receive the APR Discount. After the Connection Date, my Equivalent Rate per kWh will only change under two conditions: i) my Equivalent Rate per kWh will increase every twelve months based on the 2.50 % kWh annual rate escalator (the rate escalation will be applied to the Equivalent Rate per kWh that is applicable at the end of the twelve month period); or ii) if I make a Prepayment and request a loan re-amortization, as provided for in this Note, then I will be given a new Schedule 1 with a new Equivalent Rate per kWh. I further acknowledge that the Equivalent Rate per kWh is as an appropriate measure for the calculations of payments to repay the loan.

Variance of Loan Term. I understand that production from my System is an estimate. My actual payments could be higher or lower depending on the actual production from my System. The amount of each payment may be less than or greater than the estimated annual payments and my monthly payments will be less than or greater than the average monthly payment disclosed in Schedule 1. There is a possibility that if I make the minimum required payments per month, I may not pay off the entire balance of my loan within the original Loan Term. If there is a remaining balance at the end of the Loan Term, then you will provide me with the ability to refinance the outstanding balance for an additional 12 months or for a term that is required by law.

Eligibility for Prepayment. I have the right to prepay this Note in whole or in part at any time without penalty or premium. If prepaid in part, you will apply all payments toward the outstanding balance (first to any fees, if any, then to accrued and unpaid interest and then to principal). A "Prepayment" is any amount paid in excess of the Total Amount Due at the time of payment. If I make a Prepayment of $500 or more, with certified funds, I have the right, if I request at the time of making such payment, to be provided with a re-amortized loan schedule which will provide me with a new Equivalent Rate per kWh that will be based on a lower principal amount with the Note to be paid in full within the Loan Term. If I make such a request, you will provide me with the revised payment schedule within 30 days of you receiving the certified funds. If I make a Prepayment that results in my outstanding principal and interest being less than $1,000, I will not be able to re-amortize my loan to a new kWh rate.

Application of Loan Proceeds. You will apply all of the proceeds of my loan under this Note towards the remaining balance of the Contract Price of the System I purchased pursuant to the Solar Home Improvement Agreement – Residential, dated as of the date hereof, between SolarCity Corporation and me (the "Solar Home Improvement Agreement"). I direct you to send the proceeds of my loan directly to SolarCity Corporation for the remaining balance of the Contract Price upon completion of the installation of the System.

When Payments will be Credited to My Account. You credit payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of my monthly statement; (2) paid with a check drawn in

U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the bottom portion of your statement accompanying it. Payments received after 5 p.m. local time at the remittance address on any day including the Payment Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments that are mailed in or physically delivered to you may be delayed up to five business days. All electronic payments that I have authorized you to make from my checking and savings account shall be credited on the date that you receive my authorization to make such a transfer or, in the case on automatic recurring payments, on the date you initiate the payment. All other electronic payments shall be credited when you receive the electronic funds transfer.

Late Charges and Returned Check Fees. I will pay a late charge of $10.00 for each monthly payment that is not paid within ten (10) days of its Payment Date. If I attempt to pay by check or other draft that is not honored when you present it for payment, I will be liable in the amount of $15 or for all costs and expenses, including reasonable attorney's fees, incurred by you in connection with the collection of the amount for which the check or other draft was written, whichever is greater or as permitted by law.

Security Agreement. I grant you a security interest in both the System and to the rights under the Performance Guarantee set forth in Exhibit 2 to the Solar Home Improvement Agreement to secure my obligations under this Note. I agree that the System does not constitute real property and is not a fixture. I will keep the System free and clear of all other security interests and liens of any nature. I authorize you to file a UCC-1 financing statement.

Assignment. If I move or sell my home, I can transfer this Note to the person who will be living in my home or the person buying my home (either being the "New Party"). The New Party can sign a transfer agreement assuming all of my rights and obligations under this Note by qualifying in one of three ways: 1) the New Party has a FICO score of 650 or greater; 2) the New Party is paying cash for my Home; or 3) if the New Party does not qualify under (1) or (2), the New Party qualifies for a mortgage to purchase my Home (if that party is purchasing my home) and either I or the New Party pays you a $250 credit exception fee. I must also transfer the Solar Home Improvement Agreement and Performance Guarantee and Limited Warranty to the New Party. Any assignment by me of this Note in violation of this provision shall be automatically null and void.

Relocation. If I sell my home, then where permitted by the local utility(s), the System may be able to be moved to my new home. I will need to provide you with the same rights as provided for in this Note and provide any third party consents or releases required by you or required by the Solar Home Improvement Agreement and Performance Guarantee and Limited Warranty. If I am able to have the System relocated to my new home, then you will estimate the electricity production of my System at the new home and based on that estimate, you will provide me with a revised Schedule 1 which will have a new Equivalent Rate per kWh based on the current loan balance and a loan payoff by the end of the Loan Term.

Joint and Several Liability. If the parties to this Note consists of more than one person, all persons will be jointly and severally liable to perform the obligations of the under this Note.

Default and Acceleration. An "Event of Default" shall exist if any of the following were to occur: i) if I do not make my monthly payment on or before ten (10) days after the Payment Date; ii) if I fail to perform a material obligation under the Solar Home Improvement Agreement with SolarCity Corporation; iii) if I fail to perform a material obligation under the Performance Guarantee and Limited Warranty with SolarCity Corporation; iv) if I breach any terms of this Note; v) if I file for bankruptcy relief; vi) if I die; vii) if I commit fraud at any time in connection with this Note; viii) If I sell my home and within ten (10) business days of the sale, I do not arrange for relocation of my System to my new home, payoff the entire loan, or have the buyer of my current home assume the outstanding loan obligation; ix) if I'm in default under any loan obligation that is secured by my home; x) if my home is subject to a foreclosure sale; xi) if my home is taken through eminent domain; or xii) if I fail to pay any taxes that are due as a result of my ownership of the System. If any one of these events occurs, if permitted by law, you can declare the entire unpaid loan balance immediately due without advance notice to me. Your acceptance of a late or partial payment will not waive your right to accelerate the loan payoff, whether or not you have already exercised your acceleration right. The regular interest due under this Note will continue to accrue even after my default and acceleration.

Remedies. Where permitted by law, upon an Event of Default, in addition to the acceleration rights discussed above, i) you may disconnect the system from the utility's electric distribution system; ii) you may remove the System; and iii) you may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on my credit record. Where permitted by law, you may charge me all costs and expenses, including reasonable attorneys' fees, incurred by you in connection with exercising any of the remedies specified in this section or any other rights you may have by law.

Waiver. Any delay or failure of a party to enforce any of the provisions of this Note, including but not limited to any remedies listed in this Note, or to require performance by the other party of any of the provisions of this Note, 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 Note.

Financing. You may assign, sell or transfer this Note, or any part of this Note , without my consent.

Electronic Signature. I agree that a version of this Note that contains my electronic signature or a copy of my signature (either by photocopy, scan, .pdf, facsimile, or electronic procedure) is enforceable against me.

Headings and Interpretation. You have included paragraph headings in this Note to help me find terms and provisions. The headings are for convenience or reference only. They do not limit or modify the term or provision. In some sections you may give examples, I acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Note.

Notice of Changes. I agree to notify you if my name or mailing address changes or if there is any material deterioration in my financial circumstances or any material changes to the condition of my home that would impact the System or impact your security interest in the System.

Notice to Assignees. NOTICE ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Costs of collection and attorneys' fees. If this Note is not paid when due or if an Event of Default occurs, where permitted by law, I will pay all costs of collection, including reasonable attorneys' fees.

Changes to Contract and Applicable law. The laws of the state where my System is initially installed shall govern this Note without giving effect to conflict of law principles. This Note contains the parties' entire agreement. There are no other agreements regarding this Note, either written or spoken. Any change to this Note must be in writing and signed by both parties. If any portion of this Note is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Note shall survive.

State Specific Provisions:

For Arizona Residents Only: This instrument is based upon a home solicitation sale, which is subject to the provisions of title 44, chapter 15. This instrument is not negotiable.

For California Residents Only: This loan is made pursuant to the California Finance Lenders Law, Cal. Fin. Code § 22000 *et seq*. FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

For Maryland Residents Only: This loan is governed by Title 12, Subtitle 10 of the Maryland Commercial Law.

ACKNOWLEDGMENTS

☒ I hereby declare that I have not used a broker in connection with this Closed End Note and Security Agreement.

☒ I agree that I have received a copy of SolarCity Finance Company's Privacy Notice (Schedule 2)

Signatures: By signing below, I acknowledge receipt of the Loan proceeds, I authorize SolarCity Finance Company LLC to distribute Loan proceeds as indicated in the Itemization of Amount Financed, I consent to all security interests identified above, I acknowledge receipt of a copy of all 13 pages of this Closed-End Note and Truth in Lending Disclosure and agree to comply with all the terms including repayment terms.

DocuSigned by:
Nicoele Mitchell
83E2C7CBDF47479...

Name: Nicoele Mitchell
Address: 7809 San Vicente St
San Diego, CA 92114

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Schedule 1

Equivalent Rates per kWh

YEAR	Rates with loan starting with 4.99 % APR No Rate Reduction Payment	Rates with loan starting with 5.49 % APR No Rate Reduction Payment	Rates with loan starting with 4.99 % APR With Rate Reduction Payment in Year 2	Rates with loan starting with 5.49 % APR With Rate Reduction Payment in Year 2
1	0.17389	0.18513	0.17389	0.18513
2	0.17824	0.18976	0.12467	0.13283
3	0.18270	0.19451	0.12779	0.13615
4	0.18726	0.19937	0.13099	0.13955
5	0.19195	0.20435	0.13426	0.14304
6	0.19675	0.20946	0.13762	0.14662
7	0.20166	0.21470	0.14106	0.15028
8	0.20671	0.22006	0.14458	0.15404
9	0.21187	0.22557	0.14820	0.15789
10	0.21717	0.23121	0.15190	0.16184
11	0.22260	0.23699	0.15570	0.16588
12	0.22816	0.24291	0.15959	0.17003
13	0.23387	0.24898	0.16358	0.17428
14	0.23972	0.25521	0.16767	0.17864
15	0.24571	0.26159	0.17187	0.18310
16	0.25185	0.26813	0.17616	0.18768
17	0.25815	0.27483	0.18057	0.19237
18	0.26460	0.28170	0.18508	0.19718
19	0.27122	0.28874	0.18971	0.20211
20	0.27800	0.29596	0.19445	0.20717
21	0.28495	0.30336	0.19931	0.21234
22	0.29207	0.31095	0.20429	0.21765
23	0.29937	0.31872	0.20940	0.22309
24	0.30686	0.32669	0.21464	0.22867
25	0.31453	0.33485	0.22000	0.23439

26	0.32239	0.34323	0.22550	0.24025
27	0.33045	0.35181	0.23114	0.24625
28	0.33871	0.36060	0.23692	0.25241
29	0.34718	0.36962	0.24284	0.25872
30	0.35586	0.37886	0.24891	0.26519

Loan Payment Schedule – 5.49 % APR – No Rate Reduction Payment

(For explanation purposes only)

Year	Starting Balance	Interest	Principal	Monthly Payment	Expected Annual Production	Equivalent Rate Per kWh
1	24,327.00	1,335.55	2.33	111.49	7,227	0.18513
2	24,324.67	1,335.42	29.05	113.71	7,190	0.18976
3	24,295.61	1,333.83	57.77	115.97	7,155	0.19451
4	24,237.85	1,330.66	88.60	118.27	7,119	0.19937
5	24,149.25	1,325.79	121.67	120.62	7,083	0.20435
6	24,027.59	1,319.11	157.11	123.02	7,048	0.20946
7	23,870.47	1,310.49	195.08	125.46	7,013	0.21470
8	23,675.39	1,299.78	235.71	127.96	6,977	0.22006
9	23,439.68	1,286.84	279.17	130.50	6,943	0.22557
10	23,160.51	1,271.51	325.62	133.09	6,908	0.23121
11	22,834.88	1,253.64	375.24	135.74	6,873	0.23699
12	22,459.64	1,233.03	428.22	138.44	6,839	0.24291
13	22,031.42	1,209.53	484.74	141.19	6,805	0.24898
14	21,546.68	1,182.91	545.03	144.00	6,771	0.25521
15	21,001.65	1,152.99	609.30	146.86	6,737	0.26159
16	20,392.35	1,119.54	677.77	149.78	6,703	0.26813
17	19,714.58	1,082.33	750.70	152.75	6,670	0.27483
18	18,963.88	1,041.12	828.35	155.79	6,636	0.28170
19	18,135.53	995.64	910.98	158.88	6,603	0.28874
20	17,224.56	945.63	998.89	162.04	6,570	0.29596

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21	16,225.67	890.79	1,092.37	165.26	6,537	0.30336
22	15,133.30	830.82	1,191.76	168.55	6,505	0.31095
23	13,941.54	765.39	1,297.38	171.90	6,472	0.31872
24	12,644.16	694.16	1,409.61	175.31	6,440	0.32669
25	11,234.55	616.78	1,528.81	178.80	6,408	0.33485
26	9,705.74	532.85	1,655.38	182.35	6,375	0.34323
27	8,050.35	441.96	1,789.76	185.98	6,344	0.35181
28	6,260.60	343.71	1,932.37	189.67	6,312	0.36060
29	4,328.23	237.62	2,083.69	193.44	6,280	0.36962
30	2,244.54	123.23	2,244.22	197.29	6,249	0.37886

Loan Payment Schedule – 4.99 % APR – No Rate Reduction Payment

(For explanation purposes only)

Year	Starting Balance	Interest	Principal	Monthly Payment	Expected Annual Production	Equivalent Rate Per kWh
1	24,327.00	1,213.92	42.75	104.72	7,227	0.17389
2	24,284.25	1,211.78	69.86	106.80	7,190	0.17824
3	24,214.39	1,208.30	98.82	108.93	7,155	0.18270
4	24,115.57	1,203.37	129.73	111.09	7,119	0.18726
5	23,985.84	1,196.89	162.70	113.30	7,083	0.19195
6	23,823.14	1,188.77	197.84	115.55	7,048	0.19675
7	23,625.30	1,178.90	235.27	117.85	7,013	0.20166
8	23,390.03	1,167.16	275.12	120.19	6,977	0.20671
9	23,114.91	1,153.43	317.51	122.58	6,943	0.21187
10	22,797.40	1,137.59	362.59	125.02	6,908	0.21717
11	22,434.81	1,119.50	410.50	127.50	6,873	0.22260
12	22,024.31	1,099.01	461.39	130.03	6,839	0.22816
13	21,562.92	1,075.99	515.43	132.62	6,805	0.23387
14	21,047.49	1,050.27	572.78	135.25	6,771	0.23972
15	20,474.71	1,021.69	633.62	137.94	6,737	0.24571

16	19,841.10	990.07	698.13	140.68	6,703	0.25185
17	19,142.96	955.23	766.52	143.48	6,670	0.25815
18	18,376.44	916.98	838.99	146.33	6,636	0.26460
19	17,537.45	875.12	915.76	149.24	6,603	0.27122
20	16,621.69	829.42	997.05	152.21	6,570	0.27800
21	15,624.64	779.67	1,083.10	155.23	6,537	0.28495
22	14,541.53	725.62	1,174.17	158.32	6,505	0.29207
23	13,367.36	667.03	1,270.52	161.46	6,472	0.29937
24	12,096.84	603.63	1,372.43	164.67	6,440	0.30686
25	10,724.41	535.15	1,480.19	167.94	6,408	0.31453
26	9,244.22	461.29	1,594.10	171.28	6,375	0.32239
27	7,650.12	381.74	1,714.50	174.69	6,344	0.33045
28	5,935.62	296.19	1,841.72	178.16	6,312	0.33871
29	4,093.90	204.29	1,976.11	181.70	6,280	0.34718
30	2,117.79	105.68	2,118.05	185.31	6,249	0.35586

Explanation of MyPower Solar Loan Agreement and Schedule 1

Your starting Equivalent Rate per kWh will be the year 1 rate per kWh in Column 1 or Column 2 shown on the first page of this schedule. We will choose which starting Equivalent Rate per kWh you are eligible for based on your election, at the time of the Connection Date, to pay or not pay your monthly bill by Automatic Payments. In order to qualify for the rate provided in column 1, you must elect to pay your monthly bill by Automatic Payments before the Connection Date. **On the Connection Date, your starting Equivalent Rate per kWh will be locked in.** Your Equivalent Rate per kWh will increase every year by2.50 % as shown above. If you do not make the Rate Reduction Payment and you do not make any other Prepayments, that result in a loan reamortization, then your Equivalent Rate per kWh will be those rates shown in Column 1 or Column 2 starting on the first page of this Schedule 1. If you do make the Rate Reduction Payment or any other Prepayment and request a loan reamortization, your Equivalent Rate per kWh will be based on the remaining Loan Term and outstanding loan balance at the time of reamortization.

The rates provided on the first page of this schedule in Columns 3 and 4 are for explanation purposes only. They are not a guarantee of your Equivalent Rate Per kWh after the Rate Reduction Payment. Your Equivalent Rate per kWh after your Rate Reduction Payment will be calculated as explained above.

The Loan Payment Schedules that start on the second page of this schedule are for explanation purposes only. The numbers in the expected Annual Production column used for the Loan Payment Schedules are the expected annual production of borrower's System. They are not a guarantee of actual production. SolarCity Finance Company, LLC shall use the actual power production from borrower's System to calculate the customer's Current Monthly Payment for the applicable month (except where unavailable and an estimate is used as further provided in the Note).

Example of Monthly Payment Calculations and how payments are applied:

Monthly Production		Equivalent Rate per kWh		Current Monthly Payment
303.8	x	.26160	=	**$79.47**

Loan Balance	Monthly Interest **No Automatic Payment** (Interest accrues for the month at 5.49 % APR)	Monthly Interest **With Automatic Payment** (Interest accrues for the month at 4.99 % APR)
$18,488	$77.03	$69.33

Current Monthly Payment	Amount of Current Monthly Payment applied to fees or Interest Balance	Amount of Current Monthly payment applied to Interest	Amount Applied to Principal	Ending Month Loan Balance
$79.47	$0	$77.03 No Auto Payment	$2.44 No Auto Payment	**$18,485.56 No Auto Payment**
	$0	$69.33 Auto Payment	$10.14 Auto Payment	**$18,477.86 Auto Payment**

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Schedule 2
Rev. 09/2014

FACTS WHAT DOES SOLARCITY DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and checking account information ▪ Payment History and Credit scores ▪ Account transactions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons SolarCity chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SolarCity share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	Yes
For our affiliates' everyday business purposes— information about your credit worthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	Yes	Yes

To limit our sharing	Please email us at: customercare@solarcity.com or call us toll-free at (888) 765-2489 **Please note:** If you are a *new* customer, we can begin sharing your information **30** days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call toll free (888) 765-2489 or visit our website at www.solarcity.com/company/privacy-policy.

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Who we are	
Who is providing this notice?	SolarCity Finance Company, LLC. In this Privacy Notice, references to "SolarCity," "we," and "our" refer to SolarCity Finance Company, LLC.

What we do	
How does SolarCity protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does SolarCity collect my personal information?	We collect your personal information, for example, when you: ▪ Open an account or give us your contact information ▪ Pay your bills or make a wire transfer ▪ Apply for a loan We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related to SolarCity Finance Company, LLC by common ownership or control. They can be financial and nonfinancial companies. ▪ Our affiliates include companies with a SolarCity name; financial companies such as Paramount Energy Solutions, LLC, and nonfinancial companies, such as SolarCity Corporation.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ Nonaffiliates we share with can include financial services companies such as insurance agencies, nonfinancial companies such as retailers, travel companies, membership groups, and other companies such as nonprofit groups.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Our joint marketing partners include financial services companies and nonfinancial companies such as retailers.

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Other Important Information
Do Not Call Policy: This Privacy Policy constitutes SolarCity Finance Company, LLC's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. SolarCity maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the SolarCity Do Not Call list.
For Nevada residents only: We are providing you this notice under state law. You may be placed on our internal Do Not Call List by following the directions in the "To limit our sharing section". Nevada law requires we provide the following contact information: Office Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St. Suite 3900, Las Vegas, NV 89101; Phone number 1.702.486.3132; email: BCINFO@ag.state.nv.us.
California residents only: Under California law, we will not share information we collect about you with companies outside of SolarCity Finance Company, LLC unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.
State Law: We follow state law if state law provides you with additional privacy protections. For example, we automatically treat customers with a Vermont mailing address as having limited our sharing with affiliates and nonaffiliates, unless you give us authorization for such sharing.