



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or only unit(s)).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Fillmore, COUNTY OF Ventura, STATE OF CALIFORNIA, DESCRIBED AS 264 Rose St, Fillmore, CA 93015

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 02-26-2026. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:
Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.
No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller is occupying the property.

A. The subject property has the items checked below:*

- Range / Cooktop, Oven, Microwave, Dishwasher, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s)
Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa, Locking Safety Cover
Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other City of Fillmore, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in, 220 Volt Wiring in, Fireplace(s) in, Gas Starter, Roof(s): Type: Tile, Age: (approx.)

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes/No. If yes, then describe. (Attach additional sheets if necessary):

List of items in the home may not be complete. Any items remaining in home at time of sale will be left. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

(*see note on page 2)



Property Address:

264 Rose St, Fillmore, CA 93015

Date: 02-26-2026

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
- Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. Yes No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes Yes No
- (Note to C4 and C5:** If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
 7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
 8. Flooding, drainage or grading problems Yes No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
 11. Neighborhood noise problems or other nuisances Yes No
 12. CC&R's or other deed restrictions or obligations Yes No
 13. Homeowners' Association which has any authority over the subject property Yes No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
 15. Any notices of abatement or citations against the property Yes No
 16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____ Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

- 2. Shared fence line with adjoining house 12. Property has CCR but not an HOA.

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Brad Bonney Authorized signer on behalf of
Opendoro Property Trust I Date 02-26-2026

Seller _____ Date _____

Property Address: 264 Rose St, Fillmore, CA 93015

Date: 02-26-2026

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
Agent notes no items for disclosure.
Agent notes the following items:

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-26-2026

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
Agent notes no items for disclosure.
Agent notes the following items:

Agent (Broker Obtaining the Offer) By Date

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Brad Bonney Date 02-26-2026 Buyer Date

Seller Authorized signer on behalf of Opendoor Property Trust I Date Buyer Date

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-26-2026

Agent (Broker Obtaining the Offer) By Date

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 12/24)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 264 Rose St, Fillmore, CA 93015, Assessor's Parcel No. 054-0-092-155

situated in Fillmore County of Ventura California ("Property").

This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or only unit(s)).

1. Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. Note to Seller, PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. Answer based on actual knowledge and recollection at this time. Something that you do not consider material or significant may be perceived differently by a Buyer. Think about what you would want to know if you were buying the Property today. Read the questions carefully and take your time. If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. Note to Buyer, PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. Something that may be material or significant to you may not be perceived the same way by the Seller. If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI). Sellers can only disclose what they actually know. Seller may not know about all material or significant items. Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

4. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. DOCUMENTS: ARE YOU (SELLER) AWARE OF... Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. Yes No

Note: If yes, provide any such documents in your possession to Buyer.

Explanation:

6. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...

- A. Within the last 3 years, the death of an occupant of the Property upon the Property. Yes No
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) Yes No
C. The release of an illegal controlled substance on or beneath the Property. Yes No
D. Whether the Property is located in or adjacent to an "industrial use" zone. Yes No
E. Whether the Property is affected by a nuisance created by an "industrial use" zone. Yes No
F. Whether the Property is located within 1 mile of a former federal or state ordnance location. Yes No
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. Yes No
H. Insurance claims affecting the Property within the past 5 years. Yes No
I. Matters affecting title of the Property. Yes No
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3. Yes No
K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums. Yes No

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Buyer's Initials /

Seller's Initials BB /

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)



Property Address: 264 Rose St, Fillmore, CA 93015

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No
Explanation, or (if checked) see attached; J) Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes.

7. REPAIRS AND ALTERATIONS: **ARE YOU (SELLER) AWARE OF...**

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Yes No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
- D. Any part of the Property being painted within the past 12 months Yes No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... Yes No
 - (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) Yes No
 - (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No
- F. Whether you purchased the property within 18 months of accepting an offer to sell it..... Yes No
 - (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... Yes No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.
Note 2: If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or (if checked) see attached: D. Interior painting done for the property. F. See attached renovation summary.

B. See section 8.B

8. STRUCTURAL, SYSTEMS AND APPLIANCES: **ARE YOU (SELLER) AWARE OF...**

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... Yes No
- C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) Yes No
- D. An alternative septic system on or serving the Property Yes No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling Yes No
 - (1) If Yes to E, whether there are separate utilities and meters for the dwelling..... Yes No
 - (2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) Yes No

Explanation: A. Repaired the HVAC system in February 2026. B. Owned solar panels present in the property, buyer should have their own inspection.

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: **ARE YOU (SELLER) AWARE OF...**

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property Yes No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)
- B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... Yes No
If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES: **ARE YOU (SELLER) AWARE OF...**

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property Yes No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.. Yes No

SPQ REVISED 12/24 (PAGE 2 OF 4) Buyer's Initials _____ / _____ Seller's Initials BB

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)



Property Address: 264 Rose St, Fillmore, CA 93015

- C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood Yes No
- Explanation: C. Buyer is encouraged to review up to date flood maps for current information.

11. PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property Yes No
 - B. Past or present problems with livestock, wildlife, insects or pests on or in the Property Yes No
 - C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
 - D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No
- If so, when and by whom _____
- Explanation: _____

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes Yes No
 - B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage..... Yes No
 - C. Use of any neighboring property by you Yes No
- Explanation: _____

13. LANDSCAPING, POOL AND SPA: ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
 - B. Operational sprinklers on the Property Yes No
 - (1) If yes, are they automatic or manually operated.
 - (2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system Yes No
 - C. A pool heater on the Property Yes No
 - If yes, is it operational? Yes No
 - D. A spa heater on the Property Yes No
 - If yes, is it operational? Yes No
 - E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No
- Explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE) ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision.... Yes No
 - B. Any Homeowners' Association (HOA) which has any authority over the subject property..... Yes No
 - C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) Yes No
 - D. CC&R's or other deed restrictions or obligations Yes No
 - E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property Yes No
 - F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property Yes No
 - (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement Yes No
 - (2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee Yes No
- Explanation: D. Property has CCR but not an HOA.

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest Yes No
- B. Leases, options or claims affecting or relating to title or use of the Property Yes No
- C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No
- D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... Yes No
- E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not Yes No
- F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. Yes No
- G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property Yes No
- H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill Yes No

SPQ REVISED 12/24 (PAGE 3 OF 4) Buyer's Initials _____ / _____ Seller's Initials BB!

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)



Property Address: 264 Rose St, Fillmore, CA 93015

Explanation: D. Shared fence line with adjoining house

16. NEIGHBORS/NEIGHBORHOOD: ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife Yes No
- B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property Yes No

Explanation: _____

17. GOVERNMENTAL: ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property Yes No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property Yes No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property Yes No
- D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property Yes No
- E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
- F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed Yes No
- G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property..... Yes No
- H. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No
- I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies Yes No
- J. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property Yes No

Explanation: 17-D) See NHD for details on Mello-Roos. Buyer to verify current assessments.

18. OTHER: ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present Yes No
- B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth Yes No
- C. Whether the Property was originally constructed as a Manufactured or Mobile home Yes No
- D. Whether the property is tenant occupied Yes No
- E. Whether the Property was previously tenant occupied even if vacant now Yes No

Explanation: _____

19. MATERIAL FACTS:

- A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No
- B. (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller Brad Bonney Authorized signer on behalf of Opendoor Property Trust I Date 02-26-2026

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____ Date _____
Buyer _____ Date _____

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Customer Name and Address



264 Rose Street
Fillmore, CA 93015

Installation Location

264 Rose Street
Fillmore, CA 93015

Address Label

Iron Horse II

Address Sub Label

Phase 8 Lot
135

Tesla Energy Operations, Inc.

CA CSLB 888104

Here are the key terms of your SolarLease Agreement

\$0

Amount due at contract signing

\$104.50

First year monthly payment
(Est. Price per kWh First Year: \$0.1681)

Initial here



20yrs

Agreement Term

Initial here



The Tesla Promise

- We provide a money-back energy performance guarantee.
- We guarantee that if you sell your Home, the buyer will qualify to assume your Agreement. Initial here
- We warrant all of our roofing work.
- We restore your roof at the end of the Agreement.
- We warrant, insure and repair the System. Initial here
- We provide 24/7 monitoring at no additional cost.
- The rate you pay us will remain fixed for the term of the Agreement.
- The pricing in this Agreement is valid for 30 days after 12/16/2020.



Your Tesla Lease Agreement Details

Amount due at contract signing
\$0

Est. amount due 30 days after
installation begins
\$0.00

Est. amount due at building
inspection
\$0

Est. first year production
7,461 kWh

Your Choices at the End of the Initial Term:

- Tesla will remove the System at no additional cost to you.
- You can upgrade to a new System with the latest solar technology under a new contract.
- You may renew your Agreement for up to ten (10) years in two (2) five (5) year increments.

Your Prepayment Choices During the Term:

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

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

4372706



1. INTRODUCTION

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

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

2. LEASE TERM

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

3. SYSTEM DESCRIPTION

Lease and installation of a 4.48 kW DC photovoltaic system consisting of PV modules, corresponding inverter(s) and a mounting system designed for installation and operation at your Home.

REST OF PAGE INTENTIONALLY LEFT BLANK.



E. Purchase Option At End of Lease Term:

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

F. Other Important Terms:

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

5. LEASE OBLIGATIONS

(a) System, Home and Property Maintenance

You agree to:

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

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



Tesla agrees to:

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

(c) Home Renovations or Repairs

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

(d) Automatic Payment; Fees; Late Charges

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

- (i) Automatic Payment Discount: If you make your Monthly Payments by

allowing us to automatically debit your checking or savings account, then you will receive a discount of \$7.50 on your Monthly Payments. The Monthly Payments listed in Section 4 of this Agreement reflect this discount. If you do not allow the automatic debit, this discount will not be applied to your Monthly Payments and each Monthly Payment will be \$7.50 greater;

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

(e) Insurance

Tesla shall insure the System against all damage or loss unless (i) that damage or loss is caused by your gross negligence; or (ii) that damage or loss is caused by ball strikes; or (iii) you intentionally damage the System.

(f) Estimated Taxes

You agree to pay any applicable sales or use taxes on the Monthly Payments due under this Lease. If this Lease contains a purchase option at the end of the Lease Term, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. The total estimated amount you will pay for taxes over the Lease Term is **\$1695.46**.

(g) No Alterations

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



(h) Access to the System

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

(i) Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Tesla, its employees, officers, directors,

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

(j) Monthly Payments

The Monthly Payments section (Section 4(B)) describes your monthly payment obligations under this Lease. YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 6, 23 AND 24, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

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

6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM



(a) Tesla's Obligation to Install and Lease

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

- (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) approval of this Lease by Tesla's financing partner(s);
- (iii) Tesla acquiring your credit score;
- (iv) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payment amounts set forth in this Lease;
- (v) confirmation that Tesla will obtain all applicable benefits referred to in Section 9;
- (vi) receipt of all necessary zoning, land use and building permits; and
- (vii) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree or roof repairs necessary to enable Tesla to safely install the System); and
- (viii) if your home is governed by a home owner's association or similar community organization, your receipt of all approvals and authorizations for the System required by that organization and advising us of any requirements of that organization that will otherwise impact the System, its installation or operation.

Tesla may terminate this Lease without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vi) will not be satisfied for

reasons beyond its reasonable control. Once Tesla starts installation, however, it may not terminate this Lease for the failure to satisfy conditions (i) through (vi) above.

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

Both parties will have the right to terminate this Lease, without penalty or fee, if Tesla determines after the engineering site audit of your Home that it has misestimated by more than ten percent (10%) any of (i) the System size, (ii) the System's total cost or (iii) the System's annual production. Such termination right will expire at the **earlier** of (A) one (1) week prior to the scheduled System installation date and (B) one (1) month after we inform you in writing of the revised size, cost or production estimate. If neither party exercises their right to terminate this Lease following such a 10% change, then any changes to the System will be documented in an amendment to this Lease. You authorize Tesla to make corrections to the utility paperwork to conform to this Lease or any amendments to this Lease we both sign.

7. WARRANTY

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

8. TRANSFER

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



9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

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

YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF TESLA, USABLE AT ITS SOLE DISCRETION. TESLA SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH TESLA SO THAT IT MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO TESLA.

10. PURCHASING THE SYSTEM PRIOR TO THE END OF THE LEASE TERM; EARLY TERMINATION

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

11. RENEWAL

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

12. SELLING YOUR HOME

(a) If you sell your Home you can:

(i) Transfer this Lease and the Monthly Payments.

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

- 1) The Home Buyer has a FICO score of 650 or greater;
- 2) The Home Buyer is paying cash for your Home; or
- 3) If the Home Buyer does not qualify under (1) or (2), the Home Buyer qualifies for a mortgage to purchase your Home and either you or the Home Buyer pays us a \$250 credit exception fee.

(ii) [Reserved].

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

At any time during the Lease Term, if the person buying your home does not meet Tesla's credit requirements, but still wants the System, then you can (A) prepay the payments remaining on the Lease (See Section 16(i)(i) and (ii)), (B) add the cost of the Lease to the price of your home; and (C)



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

- (b) You agree to give Tesla at least fifteen (15) days but not more than three (3) months' prior written notice if you want someone to assume your Lease obligations. In connection with this assumption, you, your approved buyer and Tesla shall execute a written transfer of this Lease. Unless we have released you from your obligations in writing, you are still responsible for performing under this Lease. If your buyer defaults on this Lease and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Lease in writing once we have a signed transfer agreement with the person buying your Home (provided such person has been approved as a transferee by Tesla in writing).
- (c) If you sell your Home and can't comply with any of the options in subsection (a) above and you do not terminate the Lease pursuant to Section 10, you will be in default under this Lease. Section 12(a) includes a Home sale by your estate or heirs.
- (d) Free Assumability. This agreement is free of any restrictions that would prevent the homeowner from freely transferring their Property. In the event of a foreclosure on the Property, your lender has the right (but not the obligation) to do ONE of the following:
- (i) terminate this Agreement and require Tesla to remove the System subject to your obligations under Sections 15 and 16;
 - (ii) become a beneficiary (but not obligor) of your Agreement free of charge (i.e., receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you – if you don't make timely payment you will be in default under Section

15 and Tesla can terminate, remove the System and take all other remedies it has under Section 16);

- (iii) enter into a new Agreement with Tesla on terms no less favorable than the current Agreement; or
- (iv) require transfer of the Agreement under Section 12 to a subsequent purchaser of the Property.

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

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

13. LOSS OR DAMAGE

- (a) Unless you are grossly negligent, you intentionally damage the System, or damage or loss to the System is caused by ball strikes, Tesla will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Lease, no loss, damage, theft or destruction will excuse you from your obligations under this Lease, including Monthly Payments.
- (b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Lease, you shall continue to timely make all Monthly Payments and pay all



other amounts due under the Lease and, cooperate with Tesla, at Tesla's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

14. LIMITATION OF LIABILITY

(a) No Consequential Damages

EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS LEASE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR PURPOSES OF THIS SECTION 14, YOU AGREE THAT ANY REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT CONSTITUTE DIRECT, ACTUAL DAMAGES.

(b) Actual Damages

Except for claims under Section 5(i), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 16(i). Damages to your Home, belongings or property resulting from the installation or operation of the System are covered in Section 6(c) of the Limited Warranty.

15. DEFAULT

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

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

16. REMEDIES IN CASE OF DEFAULT

If this Lease is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

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



plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 9 of this Lease (Tesla shall furnish you with a detailed calculation of such compensation if such a claim is made); or

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

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

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

17. SYSTEM REMOVAL: RETURN

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

18. APPLICABLE LAW; ARBITRATION

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 Lease 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 within fifty (50) miles of your Home, 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 we will pay 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 Tesla's last written settlement offer. When determining whether your award is higher than Tesla's last written settlement offer your attorney's fees and costs will not be included.

Only Disputes involving you and Tesla 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 Tesla.

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.

19. **WAIVER**

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

20. **NOTICES**

All notices under this Lease shall be in writing and shall be by personal delivery, facsimile transmission,

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

21. **ENTIRE AGREEMENT; CHANGES**

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. Only an authorized officer of Tesla may execute any change to this Lease on behalf of Tesla. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

REST OF PAGE INTENTIONALLY LEFT BLANK



22. PRIVACY/PUBLICITY

You grant Tesla 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. Tesla 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: Tesla, Attention: Publicity Opt Out, 6800 Dumbarton Circle, Fremont, CA 94555.

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

Customer's Name: [Redacted]

Signature: [Redacted]

Date: Jan 6, 2021

23. NOTICE OF RIGHT TO CANCEL

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

Customer's Name: [Redacted]

Signature: [Redacted]

Date: Dec 25, 2020

24. ADDITIONAL RIGHTS TO CANCEL

IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS LEASE UNDER SECTIONS 6 AND 23, YOU MAY ALSO CANCEL THIS LEASE AT NO COST AT ANY TIME PRIOR TO COMMENCEMENT OF CONSTRUCTION ON YOUR HOME.

SolarLease Agreement

Tesla, Inc.

Name: Carl Peterson
Title: Senior Director, Residential Energy

25. Pricing

The pricing in this Lease is valid for 30 days after 12/16/2020. If you don't sign this Lease and return it to us on or prior to 30 days after 12/16/2020, Tesla reserves the right to reject this Lease unless you agree to our then current pricing.

Date: 12/16/2020



6800 Dumbarton Circle, Fremont, CA 94555
T (888) 765-2489 F (650) 560-6460 TESLA.COM

TRANSFER AGREEMENT



Transferor Name and Address  264 Rose Street Fillmore, CA 93015	Installation Location ("Home") 264 Rose Street Fillmore, CA 93015	Contractor License CA CSLB 888104
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To the extent that TRANSFEROR is the **builder of the Home**, TRANSFEROR may switch this SolarLease Agreement to a Solar Home Improvement Agreement up until the earlier of: (i) **the date that the TRANSFEREE(S) obtain(s) title to the Home;** and (ii) **the Interconnection Date**. To the extent that TRANSFEROR is the **builder of the Home**, TRANSFEROR hereby assigns and TRANSFEREE(S) assumes, **effective the date that the TRANSFEREE(S) obtain(s) title to the Home**, all of the TRANSFEROR's rights and obligations under the SolarLease Agreement to which this Transfer Agreement is attached. Once this assignment occurs, TRANSFEROR will no longer have any obligations under that SolarLease Agreement.

To the extent that TRANSFEROR(S) is(are) the **contracted buyer(s) of the Home**, TRANSFEROR(S) hereby assign(s) and TRANSFEREE assumes, **effective the date that TRANSFEROR(S)' contract to purchase the Home is terminated or otherwise cancelled**, all of the TRANSFOROR(S)' rights and obligations under the SolarLease Agreement to which this Transfer Agreement is attached. Once this assignment occurs, TRANSFOROR(S) will no longer have any obligations under that SolarLease Agreement.

I have read this Transfer Agreement in its entirety and I acknowledge that I have received a complete copy of the SolarLease Agreement.

TRANSFEROR Name: 
Signature: _____
Date: _____

TRANSFEREE Name:
Signature: _____
Date: _____

TRANSFEROR Name: 
Signature: _____
Date: _____

SolarLease

Tesla, Inc.



Name: Carl Peterson
Title: Senior Director, Residential Energy

Date: 12/16/2020



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

Notice of Cancellation

Date of Transaction: The date you signed the Lease.

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

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

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

Customer's Signature:

Customer's Signature:



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

Notice of Cancellation

Date of Transaction: The date you signed the Lease.

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

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

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

Customer's Signature:

Customer's Signature:



Exhibit 2

PERFORMANCE GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Performance Guarantee and Limited Warranty (this “Limited Warranty”) is Tesla’s agreement to provide you warranties on the System you leased. The System will be professionally installed by Tesla at the address you listed in the Lease. We will refer to the installation location as your “Property” or your “Home.” This Limited Warranty begins when we start the survey of your Home for the System. 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) the first ten (10) years of the Term or (b) the length of any existing installation warranty or new home builder performance standard for your roof;

(iii) Damage Warranty

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

(b) Performance Guarantee

(i) Power Production Guarantee

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



Year	Guaranteed kWh	Total kWh	Guaranteed Price/kWh
2	14,141	14,141	0.16891
4	14,000	28,141	0.17061
6	13,861	42,002	0.17233
8	13,722	55,724	0.17407
10	13,586	69,310	0.17582
12	13,450	82,760	0.17759
14	13,315	96,075	0.17938
16	13,183	109,258	0.18119
18	13,052	122,310	0.18301
20	12,921	135,231	0.18486

- A. If at the end of each successive 24 month anniversary of your first monthly payment the cumulative Actual kWh (defined below) generated by the System is less than the Guaranteed kWh, **then we will send you a refund check** equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh (defined below). Your cumulative Actual kWh is dependent on a shading percentage of 7.00% on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

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

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

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

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



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

(ii) PowerGuide™ Solar Monitoring

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

(iii) Output Warranty

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

(c) Maintenance and Operation

(i) General

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

(ii) PowerGuide

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

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

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

(ii) Transferable Limited Warranty

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



(e) Exclusions and Disclaimer

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

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

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

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

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

3. TESLA'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or



approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL

- (a) **Repair.** You agree that if (i) the System needs any repairs that are not the responsibility of Tesla under this Limited Warranty or (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Tesla, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation on a time and materials basis.
- (b) **Removal.** Tesla 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. When we reinstall your System, the Roof Warranty will restart at the completion of reinstallation and run for ten (10) years from reinstallation.
- (c) **Return.** If at the end of the Term you want to return the System to Tesla under Section 17 of the Lease then Tesla will remove the System at no cost to you. Tesla will remove the System without damaging your property, including the posts, waterproofing the post area and return the roof as close as is reasonably possible to its original condition on an architecturally consistent basis before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). Tesla will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with Tesla in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

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

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

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

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

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



DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

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

(c) Limit of Liability

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

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

7. NOTICES

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

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

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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



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

NSHP AMENDMENT

Homeowner Name and Address: ██████████ 264 Rose Street Fillmore, CA 93015	Co-Owner Name (If Any) ██████████	Installation Location: Fillmore CA 93015	CA: CSLB 888104
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NSHP REBATE INFORMATION

From the California Energy Commission New Solar Home Partnership Guidebook: The California New Solar Homes Partnership (“NSHP”) “provides financial incentives and other support for installing eligible solar energy systems on new residential buildings that receive electricity from specified investor-owned utilities.” The California Energy Commission (CEC) implements the NSHP in coordination with the California Public Utilities Commission (CPUC) and NSHP is aimed at “benefit[ing] the end-use customer by directly and exclusively reducing the lease payments for the system or the cost of electricity produced by the system.”

NSHP REBATE DISCLOSURES

If otherwise **not** included in the SolarLease® Agreement between Tesla DBA Tesla Energy and You (the “Agreement”), you hereby agree to the following amendments to the Agreement:

1. SUBMISSION OF STATUS REPORT

The following language is added to the end of Section 5(a) of the Agreement:

Tesla is responsible for the submission of the annual status report on the operation of your System as required in Chapter VI, Section 7, of the NSHP Guidebook.

2. DESIGNATION OF AUTHORIZED REPRESENTATIVE

The following language is added to the end of Section 5(a) of the Agreement:

YOU HEREBY AUTHORIZE TESLA TO SIGN AS YOUR AUTHORIZED REPRESENTATIVE ON ALL “NEW SOLAR HOMES PARTNERSHIP” REBATE FORMS.



If you don't sign this Agreement and return it to us on or prior to 30 days after 12/16/2020, Tesla reserves the right to reject this Agreement.

I have read this Amendment in its entirety and I acknowledge that I have received a complete copy of this Amendment. This Amendment clarifies and, if applicable, supersedes any prior lease contents from the above-named sections that are inconsistent with the subject matter contained herein.

Owner's Name: [REDACTED]

Signature: [REDACTED]

Date: Jan 6, 2021

Co-Owner's Name (if applicable): [REDACTED]

Signature: [REDACTED]

Date: Dec 25, 2020

Tesla, Inc.

Name: Carl Peterson
Title: Senior Director, Residential Energy

Date: 12/16/2020



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System Size Acknowledgement

Thanks for signing up with Tesla! You're now on your way to creating clean power from the sun.

You are receiving this document because Southern California Edison may determine that your system will produce more energy than you have used within the last 12 months.

The calculation SCE uses to estimate system production is listed on their application and in their program handbook:

*CEC-AC kW * 720 hours * 0.2 (solar) = Estimated Monthly kWh*

This is a generic calculation that does not take real world factors affecting system production into account such as tilt, azimuth and shading. This generic calculation causes a higher estimated system production value than what is accurate. Tesla took these real world factors into account when designing your system to offset your Utility Bill.

Tesla recognizes that your system is not oversized; however, in order to avoid a rejected application for your system being oversized your signature is required on this form.

Questions?

We're happy to assist you with any questions you may have regarding this request. Our Customer Care Department is open weekdays from 6AM to 8PM PST. Saturday: 7AM to 8PM PST. Sunday: 7AM to 6PM PST.

Customer Account Management

solardocs@tesla.com

Fax: 650.560.6520

Tel: 877.571.SOLAR

(877) 571 - 7652

TESLA

Tesla, Inc.
3500 Deer Creek Road, Palo Alto, CA 94304
p +650 681 5100 f +650 681 5101



NET ENERGY METERING (NEM) RESIDENTIAL SYSTEM SIZING STATEMENT FOR SYSTEMS < 30KW
CUSTOMER ACKNOWLEDGEMENT

Renewable Electrical Generating Facilities (Generating Facility) that are sized larger than a customer's electrical requirements are not eligible for Net Energy Metering (NEM) as described in [Schedule NEM](#). A Generating Facility is considered to be sized larger than a customer's electrical requirements when the estimated annual production (in kWh) of the Generating Facility exceeds the customer's past 12 months of usage (in kWh).

When a Generating Facility appears to be oversized or where an account does not have 12 months of usage history, SCE allows customers to complete this form to certify that their Generating Facility is sized appropriately as required under SCE's NEM tariffs so that the NEM interconnection process can continue. Therefore, please check the appropriate box below and sign:

By signing below, I (Customer) certify that:

- I have compared the estimated annual production of my Generating Facility¹ with my most recent 12-month usage history². I am aware that my Generating Facility is expected to produce more energy than I used in the last 12 months. However, I affirm that I expect to increase my usage accordingly in the upcoming year. My Generating Facility was sized to meet this expected increase; **OR**
- Because I do not have 12 months of usage history, I have compared the estimated annual production of my Generating Facility against the standard 2 Watts/sq. ft. usage at www.sce.com/nem. Where the estimated annual production of my Generating Facility exceeds this calculated value, I affirm that I expect to increase my usage accordingly in the upcoming year. My Generating Facility was sized to meet this expected increase.

I understand that SCE reserves the right to further validate that my Generating Facility is sized in accordance with the NEM tariff.

Customer Acknowledgment



Homeowner _____

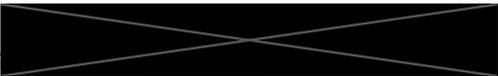
From Your SCE Bill, Please Provide:

Customer Name _____

Service Address 264 Rose Street Fillmore, CA 93015

Service Account Number (3-XX-XXXX-XX) _____

Title, applicable if a Company



Signature

Dec 25, 2020

Date



Email Address

¹ The estimated solar annual production in kWh for sizing verification purposes is (CEC Nameplate kW) X 720 hrs./month X 12 months/year X 0.20 capacity factor = Annual kWh. For Wind and Fuel Cell technologies, see SCE NEM Handbook.

² You may obtain your most recent 12 months of usage history by calling SCE at 866-701-7868 or 800-655-4555, or by logging in online at www.sce.com, then going to MyAccount.





Southern California Edison
Rosemead, California (U 338-E)

Revised
Cancelling Revised

Cal. PUC Sheet No. 61965-E
Cal. PUC Sheet No. 58811-E

Sheet 1

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS
INTERCONNECTION AGREEMENT

Form 14-923

(To be inserted by utility)

Advice 3623-E
Decision 14-12-035

107

Issued by

Caroline Choi
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 27, 2017
Effective Jul 27, 2017
Resolution _____





SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS INTERCONNECTION AGREEMENT

This Net Energy Metering (NEM) Solar and Wind Generating Facility 10 Kilowatt or Less Interconnection Agreement (“Agreement”) is entered into by and between [REDACTED] (“Customer”) and Southern California Edison Company (“SCE”), sometimes also referred to herein jointly as “Parties” or individually as “Party.”

1. APPLICABILITY

This Agreement is applicable only to Customers operating a solar or wind Generating Facility sized 10 kilowatts (kW) or less who satisfy all requirements of the definition of a Renewable Electrical Generating Facility (“Generating Facility”) as set forth in paragraph 1 of subdivision (a) of Section 25741 of the California Public Resources Code and all conditions and requirements as specified in Schedule NEM or its successor, Schedule NEM-ST.

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

- 2.1 Generating Facility Identification Number: _____
- 2.2 Customer Meter Number: _____
- 2.3 Customer Service Account Number: _____
- 2.4 Applicable Rate Schedule: D
- 2.5 Generating Facility Location: 264 Rose Street Fillmore, CA 93015

2.5.1 This agreement is applicable only to the Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SCE’s system at any other location without SCE’s express written permission.

2.5.2 This agreement is applicable only to solar and/or wind Generating Facilities, or a hybrid system of both with an aggregate capacity of 10 kW or less that is located on Customer’s premises as defined in SCE’s Electric Rule 1 Definitions and operates in parallel with SCE’s Distribution System

- 2.6 Generating Facility Nameplate Rating (kW): 7.60 kW
- 2.7 Generating Facility CEC-AC Rating or Equivalent (kW): 7.60 kW
- 2.8 Estimated monthly energy production of Generating Facility (kWh): 621.784524

3. METERING AND BILLING:

3.1 Metering requirements and billing procedures shall be set forth in SCE’s, Electric Service Provider’s, Community Choice Aggregator’s and/or Community Aggregator’s rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

3.2 MONTHLY BILLING ELECTION:

By default, Residential and Small Commercial NEM Customers are billed (i.e., required to pay) ANNUALLY for their energy charges. However, the provisions of Schedules NEM and NEM-ST provide that “Upon a Customer’s request, SCE shall permit a Residential or Small Commercial Customer to pay all applicable energy charges monthly.





SOUTHERN CALIFORNIA EDISON COMPANY
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Customers on monthly billing will receive monthly bill statements showing both the energy and non- energy related billing components and corresponding charges, and will be required to pay any positive energy charges monthly.

Having considered billing options that are available, I hereby request for monthly billing for the Customer Service Account Number listed above  (initial here)

4. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:

- 4.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.
- 4.2 The Generating Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the California Public Utilities Commission ("Commission") regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929, UL Standard 1741 and SCE's Electric Rule 21 – Generating Facility Interconnections.
- 4.3 For Customers interconnecting a Generating Facility under the provisions of Schedule NEM-ST, the Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. In appropriate circumstances conforming to industry practice, this requirement may rely on and be satisfied by manufacturers' warranties for equipment and separate contractors' warranties for workmanship (i.e., installation). Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program ("SGIP") may also be used for technologies eligible for the SGIP.
- 4.4 For Customers interconnecting a solar Generating Facility under the provisions of Schedule NEM-ST, all major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission ("CEC"). For all NEM-ST Generating Facilities, any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory ("NRTL").
- 4.5 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall normally provide such written approval no later than 30 business days following SCE's receipt of (1) a completed Net Energy Metering Application including all supporting documents and required payments, (2) a completed signed Net Energy Metering Interconnection Agreement, and (3) evidence of the Application's final electric inspection clearance from the Local Authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, SCE shall notify Applicant and the Commission of the reason for the inability to process the interconnection request and the expected completion date.
- 4.6 SCE shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility.



7. INDEMNITY AND LIABILITY:

- 7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.
- 7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity.
- 7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 7.6 Notwithstanding the provisions of Section 7.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SCE's facilities, and SCE shall not be liable for any such damage so caused.

8. GOVERNING LAW:

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

9. CALIFORNIA PUBLIC UTILITIES COMMISSION:

- 9.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.
- 9.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.



10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

- 10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.
- 10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 10.3 This Agreement shall supersede any existing agreement under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- 10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
- 10.5 A new Customer of Record or New Party In ("NPI") who owns, leases, or rents a premises with an operating NEM Generating Facility, previously approved by SCE for Parallel Operation, does not have to submit a new interconnection agreement as long as the Customer meets the requirements of Schedule NEM or its successor, Schedule NEM-ST, as applicable. This will also apply to premises where the developer/contractor establishes the interconnection, so that the Customer who buys/rents/leases the premises will not have to re-submit and sign a new interconnection agreement.

A new Customer of Record or NPI, who owns, rents or leases a premises that includes a NEM Generating Facility with a capacity of 30 kW or less, that was approved by SCE for Parallel Operation prior to the new Customer or NPI moving in and/or taking electric service with SCE will take service on Schedule NEM or its successor, Schedule NEM-ST, as applicable, as long as the requirements of this section are met. To be eligible, the new Customer or NPI must (1) ensure that the Generating Facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time of initial approval for Parallel Operation; (2) keep in force the amount of property, commercial general liability and/or personal liability insurance the NPI or new Customer has in place at the time it initiates service on this tariff; (3) understand that SCE may from time to time release to the CEC and/or the Commission information regarding the new Customer or NPI's Generating Facility, including NPI or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the NPI or new Customer with (i) a copy of the interconnection agreement in effect and as signed by the previous customer, which will remain unchanged, (ii) a copy of the NEM Fact Sheet on operation and billing, and (iii) SCE's website information on the NEM or NEM-ST tariffs.





SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY
10 KILOWATT OR LESS INTERCONNECTION AGREEMENT

14. SIGNATURE:

A copy of this Agreement, including the signed signature page, may be transmitted to SCE by facsimile or other electronic means, and may be executed by Electronic Signature. A copy of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though it were an original and it will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

Customer hereby causes this Agreement to be executed by its duly authorized representative on the date set forth below and agrees that it will become effective as provided in Section 12.1 above.

CUSTOMER

By:



Name:



Title:

Homeowner

Date:

Jan 6, 2021 Dec 25, 2020



Property Renovation Summary

Opendoor

Information on permits (if any) may be obtained from the contractor.

264 Rose St, Fillmore, CA 93015

Description	Contractor	Contractor Information
<p>Full interior painting and surface preparation done for the property.</p> <p>Steam cleaning of floors done for the property.</p>	<p>Cedar Construction-LAX</p>	<p>Cedar Construction-LAX</p> <p>chafic@cedarenvironmental.com</p> <p>+18189230721</p>