



Solar Home Improvement Agreement Amendment and Change Order

Customer Name and Address	Salesperson	Installation Location	Contractor License/Registration
Chris Reyes 38064 Amador Ln Murrieta, CA 92563	<u>Michelle Casarotte</u> Registration/License Number <u>41568 Eastman Dr</u> Murrieta, CA 92562	38064 Amador Ln Murrieta, CA 92563	CA CSLB 888104

The Solar Home Improvement Agreement Amendment and Change Order between SolarCity and You, (the "Agreement") including the Exhibits to that Agreement, are hereby amended. This Amendment and Change Order shall be incorporated into the Agreement and shall become part of the Agreement only if it is in writing and signed by the parties prior to the commencement of any work or obligations covered by this Amendment and Change Order. This Amendment and Change Order supersedes any prior change order. The amendments to the Agreement are as follows:

1. Key Terms and Conditions, Section 1 of the Solar Home Improvement Agreement (the "Agreement"), "Estimated Description of the Project and Estimated Description of the Significant Materials to be Used and Equipment to be Installed" is replaced in its entirety with the following:

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

NUMBER FOR THIS SITE:

3.825 kW DC (STC) photovoltaic system
Modules: KYOCERA SOLAR-KU255-6XCA (15)
Inverter(s): ABB-PVI-3.0-OUTD-S-US (240 V) (1)
Mounting System
System Installation

2. Key Terms and Conditions, Section 2 of the Agreement, "Estimated Contract Price" is replaced in its entirety with the following:

CONTRACT PRICE. The Contract Price for the Project is \$19,508. The Contract Price is subject to final site survey and any change orders agreed to in writing by both parties.



3. Key Terms and Conditions, Section 4 of the Agreement, “Estimated Schedule of Payments” is replaced in its entirety with the following:

ESTIMATED PAYMENT	TIMING	ESTIMATED AMOUNT
Total System Cost		\$19,507.50
Down Payment	Due Upon Installation	\$0.00
REC Value		-\$0
Utility Rebate Value		-\$0
Loan Amount (financed by the MyPower Solar Plan Loan)	Loan proceeds paid to SolarCity at Installation	\$19,507.50

4. Key Terms and Conditions, Section 5 of the Agreement is replaced in its entirety with the following:

The pricing in this Agreement is valid for 30 days after 12/17/2014. If you don't sign this Agreement and return it to us on or prior to 30 days after 12/17/2014, SolarCity reserves the right to reject this Agreement unless you agree to our then current pricing.

5. Exhibit 1, Notice of Cancellation (3 Day Right to Cancel) is reproduced and is attached hereto as Exhibit 1
6. Exhibit 2, Performance Guaranty and Limited Warranty, is amended as follows,

Section 2 (c)(i) Power Production Guarantee is replaced with the following:

(i) **Power Production Guarantee**

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

Year	Total kWh	Equivalent Rate/kWh
2	11,420	0.1595
4	22,726	0.1217
6	33,919	0.1288
8	45,001	0.1364
10	55,972	0.1445
12	66,834	0.1530
14	77,587	0.1620
16	88,233	0.1715
18	98,773	0.1816
20	109,208	0.1923
22	119,539	0.2036



24	129,767	0.2155
26	139,892	0.2282
28	149,916	0.2417
30	159,840	0.2559

7. Exhibit 7, **Closed End Note and Security Agreement and Truth-in-Lending Disclosure Statement**, is replaced in its entirety with the Closed End Note and Security Agreement and Truth-in-Lending Disclosure Statement attached hereto as Exhibit A.
8. Schedule B, **Renewable Energy Credit Agreement**, is replaced in its entirety with the Renewable Energy Credit Agreement attached hereto as Exhibit B.

Copy



9. ACKNOWLEDGMENTS

You agree to the following:

- You agree that you are aware that you can obtain financing from any lender to purchase this System and this Agreement is not conditional on you obtaining financing from SolarCity Finance Company, LLC.
- You acknowledge that you are voluntarily requesting financing from SolarCity Finance Company, LLC and that you have received a copy of the MyPower Solar Plan Closed End Note and Security Agreement and Truth-in-Lending Statement (see Exhibit A)
- You understand that in order to realize the benefit of the solar investment tax credit, you must have federal income tax liability that is at least equal to the value of the tax credit.

10. ADDITIONAL RIGHTS TO CANCEL. IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THE AGREEMENT OR THIS AMENDMENT, YOU MAY CANCEL THE ENTIRE AGREEMENT, INCLUDING ANY AMENDMENTS, AT NO COST AT ANY TIME PRIOR TO COMMENCEMENT OF CONSTRUCTION ON YOUR HOME.

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



Solar Home Improvement Agreement

Customer's Name: Chris Reyes

DocuSigned by:

Signature:

Chris Reyes

05666BFBF2B44A0...

Date: 12/22/2014

Customer's Name:

Signature: _____

Date: _____

SOLARCITY APPROVED

Signature: _____

Lyndon Rive

LYNDON RIVE, CEO

Solar Home Improvement Agreement



Date: 12/17/2014

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



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

Notice of Cancellation

Date of Transaction: The date you signed the Agreement.

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

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

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

Customer's Signature:

Customer's Signature:



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

Notice of Cancellation

Date of Transaction: The date you signed the Agreement.

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

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

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

Customer's Signature:

Customer's Signature:



EXHIBIT 4

PROPERTY CONDITIONS TO BE REPAIRED BY CUSTOMER

Customer agrees to complete the follow repairs prior to Project Installation.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Date repairs to be completed: _____

DocuSigned by:

Chris Reyes

05666BFBF2B44A0...

Customer's Signature

Date

Copy



EXHIBIT 5

UNREPAIRED EXISTING PROPERTY CONDITIONS

Customer agrees that SolarCity is not responsible or liable for damage, breach or failure arising from or relating to any of the following Property conditions, before, during or after Project Installation.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

DocuSigned by:

Chris Reyes

05666BFBF2B44A0...

Customer's signature

Date

Copy



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

Borrower: Chris Reyes
38064 Amador Ln
Murrieta, CA 92563

Loan Date: 12/22/2014

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

Truth in Lending Disclosure

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
5.00 %	\$15,642.94 e	\$19,507.50	\$35,150.29 e
Payment Schedule			
Number of Payments	Amount of Payments		When Payments Are Due
360 e	The amount of your payments will vary from the first to the last payment. First payment amount: \$80.09 e Last payment amount: \$111.10 e Balloon Payment Due June 1 st of the calendar year after System Installation: \$5,852.25		Monthly, beginning on the 1st day of the second calendar month after the System is interconnected to the utility's electric distribution system. June 1 st balloon payment is due the June 1 st of the calendar year after System Installation
Security: You are giving a security interest in: The System Being Purchased			
Late Charge: If a payment is more than 10 days late, you will be charged \$10. Prepayment: If you pay off early, you:			
<input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a penalty.			
See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date. "e" means an estimate.			
MyPower Solar Plan Loan – Amount Financed Itemization			
Itemization of the Amount Financed of	\$19,507.50		
Amount given to you directly:	\$0		
Amount paid to others on your behalf:	\$19,507.50 to SolarCity Corporation		



MyPower Solar Loan Closed End Note and Security Agreement

Promise to Pay. I promise to pay SolarCity Finance Company, LLC or its assigns the sum of \$19,507.50. I promise to pay interest on unpaid principal at the annual rate of 5.0 %. Interest will begin to accrue on the 1st day of the following month in which the solar power system (the “System”), that has been installed at my home, at the address stated above, is interconnected to the utility’s electric distribution system (“Connection Date”).

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

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

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

Equivalent kWh Rate Reduction Payment. In addition to the Current Monthly Payment, for the June 1st Payment Date of the year following the year in which my System is installed, I will make a payment of \$5,852.25 toward the outstanding principal (the “Rate Reduction Payment”). This payment shall be in addition to any outstanding Current Monthly Payment, Fees, Interest Balance, or other cost currently due and payable. Any Prepayment that I make before the Rate Reduction Payment will be credited toward the Rate Reduction Payment.

The payment schedule contained in this contract requires that I make a balloon payment of \$5,852.25 which is a payment more than double the amount of the regular payments. I have an absolute right to obtain a new payment schedule if I default in the payment of any balloon payment. You have already provided me with that payment schedule in Schedule 1. If I fail to make the Rate Reduction Payment, I will continue to be charged at the agreed upon rate provided in Schedule 1.

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

Loan Annual Percentage Rate Discount. If I elect to pay my monthly payments by allowing you to automatically deduct my monthly payment from my checking or savings account (“Automatic Payments”), then the following month, I will be eligible to receive a 0.5 %

For the purposes of “possession” under Article 9 of the Uniform Commercial Code, the only tangible copy (if any) of this Note and Security Agreement that is “original” is the one marked as the “original.”



discount on the Annual Percentage Rate (“APR”) charged to the outstanding principal on my loan the following month (“APR Discount”). If I do not make a payment via Automatic Payments, then the following month, I will not be eligible for the 0.5 % APR discount on my loan. I acknowledge that this discount will not affect my Current Monthly Payment, but it will affect the total interest accrued the following month and the total amount I owe on my loan. I acknowledge that it is my responsibility to ensure that the Automatic Payment is made on time. If I do not have sufficient funds in my account, or my bank has placed a hold on my account, the payment may not be made on time. If your attempts to automatically deduct the funds from my account fail, you reserve the right to not provide me with the APR Discount.

Order and Calculation of Your Equivalent Rate per kWh. I acknowledge that my Equivalent Rate per kWh is not an electricity rate, it is not a substitute for APR, and you are not selling me electricity. You are providing me the flexibility to make my loan payments like I am paying for electricity. My “Equivalent Rate per kWh” is based upon 5 factors: 1) my loan balance (which includes any accrued interest); 2) the Loan Term; 3) the applicable APR; 4) the expected production of my System; and 5) my 2.9 % kWh annual rate escalator. Once my loan balance, Loan Term and APR are set, you will then estimate the production of my System over the Loan Term. Based on your production estimates, you will calculate the Equivalent Rate per kWh, with the 2.9 % kWh annual rate escalator, that will be necessary for me to pay off my loan balance within the Loan Term (Schedule 1 to this Note reflects the starting Equivalent Rate per kWh based on those estimates). I acknowledge that my starting Equivalent Rate per kWh shall be the rate disclosed in Column 2 of Schedule 1, and is based on a loan balance of \$19,507.50, a loan term of 360 payments, and a 5.0% APR. I understand that if I would like to have the lower starting Equivalent Rate per kWh that is based off a 4.5% APR, which is found in Column 1 of Schedule 1, then I will need to sign up for Automatic Payments prior to the Connection Date. I acknowledge that after the Connection Date, my Equivalent Rate per kWh will not change based on whether or not I make my monthly payments by Automatic Payments and receive the APR Discount. After the Connection Date, my Equivalent Rate per kWh will only change under two conditions: i) my Equivalent Rate per kWh will increase every twelve months based on the 2.9 % kWh annual rate escalator (the rate escalation will be applied to the Equivalent Rate per kWh that is applicable at the end of the twelve month period); or ii) if I make a Prepayment and request a loan re-amortization, as provided for in this Note, then I will be given a new Schedule 1 with a new Equivalent Rate per kWh. I further acknowledge that the Equivalent Rate per kWh is as an appropriate measure for the calculations of payments to repay the loan.

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

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

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

When Payments will be Credited to My Account. You credit payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of my monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the bottom portion of your statement accompanying it. Payments received after 5 p.m. local time at the remittance address on any day including the Payment Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments that are mailed in or physically delivered to you may be delayed up to five business days. All electronic payments that I have authorized you to make from my checking and savings account shall be credited on the date that you receive my authorization to make such a transfer or, in the case on automatic recurring payments, on the date you initiate the payment. All other electronic payments shall be credited when you receive the electronic funds transfer.



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

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

Assignment. If I move or sell my home, I can transfer this Note to the person who will be living in my home or the person buying my home, so long as that person meets your transfer criteria and I also transfer the Solar Home Improvement Agreement and Performance Guarantee and Limited Warranty to the person living in or buying my home as well, then where permitted by the local utility, the person living in or buying my Home may sign a transfer agreement assuming all of my rights and obligations under this Note. Any assignment by me of this Note in violation of this provision shall be automatically null and void.

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

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

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

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

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

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

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

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



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

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

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

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

State Specific Provisions:

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

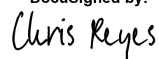
For California Residents Only: This loan is made pursuant to the California Finance Lenders Law, Cal. Fin. Code § 22000 *et seq.* FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

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

ACKNOWLEDGMENTS

- I hereby declare that I have not used a broker in connection with this Note
- I agree that I have received a copy of SolarCity Finance Company's Privacy Notice (Schedule 2)

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

DocuSigned by:

 050005FBF2844A0...

Name: Chris Reyes
 Address: 38064 Amador Ln
 Murrieta, CA 92563



Schedule 1**Equivalent Rates per kWh**

YEAR	Rates with loan starting with 4.5 % APR No rate reduction payment	Rates with loan starting with 5.0 % APR No rate reduction payment	Rates with loan starting with 4.5 % APR With rate reduction payment in Year 2	Rates with loan starting with 5.0 % APR With rate reduction payment in Year 2
1	0.14933	0.15949	0.14933	0.15949
2	0.15366	0.16412	0.10751	0.11492
3	0.15812	0.16888	0.11063	0.11825
4	0.16270	0.17378	0.11384	0.12168
5	0.16742	0.17882	0.11714	0.12521
6	0.17228	0.18400	0.12054	0.12884
7	0.17727	0.18934	0.12403	0.13257
8	0.18241	0.19483	0.12763	0.13642
9	0.18771	0.20048	0.13133	0.14038
10	0.19315	0.20629	0.13514	0.14445
11	0.19875	0.21228	0.13906	0.14864
12	0.20451	0.21843	0.14309	0.15295
13	0.21044	0.22477	0.14724	0.15738
14	0.21655	0.23128	0.15151	0.16195
15	0.22283	0.23799	0.15590	0.16664
16	0.22929	0.24489	0.16042	0.17147
17	0.23594	0.25199	0.16508	0.17645
18	0.24278	0.25930	0.16986	0.18156
19	0.24982	0.26682	0.17479	0.18683
20	0.25707	0.27456	0.17986	0.19225
21	0.26452	0.28252	0.18508	0.19782
22	0.27219	0.29072	0.19044	0.20356
23	0.28009	0.29915	0.19597	0.20946
24	0.28821	0.30782	0.20165	0.21554
25	0.29657	0.31675	0.20750	0.22179



26	0.30517	0.32593	0.21351	0.22822
27	0.31402	0.33539	0.21971	0.23484
28	0.32312	0.34511	0.22608	0.24165
29	0.33249	0.35512	0.23263	0.24866
30	0.34214	0.36542	0.23938	0.25587

Loan Payment Schedule – 5.0 % APR – No Rate Reduction Payment

(For explanation purposes only)

Year	Starting Balance	Interest	Principal	Monthly Payment	Expected Annual Production	Equivalent Rate Per kWh
1	19,507.50	961.04	0.00	80.09	6,026	0.15949
2	19,507.50	983.96	0.00	82.00	5,995	0.16412
3	19,507.50	981.12	26.31	83.95	5,965	0.16888
4	19,481.19	974.06	57.41	85.96	5,936	0.17378
5	19,423.78	971.19	84.88	88.01	5,906	0.17882
6	19,338.89	966.94	114.32	90.11	5,876	0.18400
7	19,224.57	961.23	145.83	92.26	5,847	0.18934
8	19,078.74	953.94	179.53	94.46	5,818	0.19483
9	18,899.21	944.96	215.55	96.71	5,789	0.20048
10	18,683.66	934.18	254.01	99.02	5,760	0.20629
11	18,429.65	921.48	295.05	101.38	5,731	0.21228
12	18,134.60	906.73	338.83	103.80	5,702	0.21843
13	17,795.77	889.79	385.48	106.27	5,674	0.22477
14	17,410.29	870.51	435.18	108.81	5,645	0.23128
15	16,975.12	848.76	488.08	111.40	5,617	0.23799
16	16,487.03	824.35	544.38	114.06	5,589	0.24489
17	15,942.66	797.13	604.25	116.78	5,561	0.25199
18	15,338.41	766.92	667.89	119.57	5,533	0.25930
19	14,670.52	733.53	735.51	122.42	5,506	0.26682
20	13,935.01	696.75	807.33	125.34	5,478	0.27456



21	13,127.68	656.38	883.58	128.33	5,451	0.28252
22	12,244.11	612.21	964.49	131.39	5,424	0.29072
23	11,279.61	563.98	1,050.33	134.53	5,396	0.29915
24	10,229.29	511.46	1,141.35	137.73	5,369	0.30782
25	9,087.93	454.40	1,237.85	141.02	5,343	0.31675
26	7,850.08	392.50	1,340.11	144.38	5,316	0.32593
27	6,509.98	325.50	1,448.45	147.83	5,289	0.33539
28	5,061.53	253.08	1,563.19	151.36	5,263	0.34511
29	3,498.34	174.92	1,684.67	154.97	5,237	0.35512
30	1,813.67	90.68	1,813.27	158.66	5,210	0.36542

Loan Payment Schedule – 4.5 % APR – No Rate Reduction Payment

(For explanation purposes only)

Year	Starting Balance	Interest	Principal	Monthly Payment	Expected Annual Production	Equivalent Rate Per kWh
1	19,507.50	877.84	21.97	74.98	6,026	0.14933
2	19,485.53	876.85	44.42	76.77	5,995	0.15366
3	19,441.11	874.85	68.40	78.60	5,965	0.15812
4	19,372.72	871.77	93.98	80.48	5,936	0.16270
5	19,278.74	867.54	121.24	82.40	5,906	0.16742
6	19,157.50	862.09	150.29	84.36	5,876	0.17228
7	19,007.21	855.32	181.20	86.38	5,847	0.17727
8	18,826.02	847.17	214.08	88.44	5,818	0.18241
9	18,611.94	837.54	249.03	90.55	5,789	0.18771
10	18,362.91	826.33	286.15	92.71	5,760	0.19315
11	18,076.76	813.45	325.57	94.92	5,731	0.19875
12	17,751.19	798.80	367.39	97.18	5,702	0.20451
13	17,383.79	782.27	411.74	99.50	5,674	0.21044
14	16,972.05	763.74	458.76	101.87	5,645	0.21655
15	16,513.30	743.10	508.56	104.31	5,617	0.22283



16	16,004.73	720.21	561.31	106.79	5,589	0.22929
17	15,443.43	694.95	617.14	109.34	5,561	0.23594
18	14,826.29	667.18	676.21	111.95	5,533	0.24278
19	14,150.09	636.75	738.68	114.62	5,506	0.24982
20	13,411.40	603.51	804.73	117.35	5,478	0.25707
21	12,606.67	567.30	874.54	120.15	5,451	0.26452
22	11,732.13	527.95	948.29	123.02	5,424	0.27219
23	10,783.84	485.27	1,026.18	125.95	5,396	0.28009
24	9,757.66	439.09	1,108.41	128.96	5,369	0.28821
25	8,649.25	389.22	1,195.21	132.04	5,343	0.29657
26	7,454.04	335.43	1,286.79	135.18	5,316	0.30517
27	6,167.25	277.53	1,383.39	138.41	5,289	0.31402
28	4,783.86	215.27	1,485.26	141.71	5,263	0.32312
29	3,298.60	148.44	1,592.67	145.09	5,237	0.33249
30	1,705.93	76.77	1,705.87	148.55	5,210	0.34214

Explanation of MyPower Solar Loan Agreement and Schedule 1

Your starting Equivalent Rate per kWh will be the year 1 rate per kWh in Column 1 or Column 2 shown on the first page of this schedule. We will choose which starting Equivalent Rate per kWh you are eligible for based on your election, at the time of the Connection Date, to pay or not pay your monthly bill by Automatic Payments. In order to qualify for the rate provided in column 1, you must elect to pay your monthly bill by Automatic Payments before the Connection Date. **On the Connection Date, your starting Equivalent Rate per kWh will be locked in.** Your Equivalent Rate per kWh will increase every year by 2.9 % as shown above. If you do not make the Rate Reduction Payment and you do not make any other Prepayments, that result in a loan reamortization, then your Equivalent Rate per kWh will be those rates shown in Column 1 or Column 2 starting on the first page of this Schedule 1. If you do make the Rate Reduction Payment or any other Prepayment and request a loan reamortization, your Equivalent Rate per kWh will be based on the remaining Loan Term and outstanding loan balance at the time of reamortization.

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

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



Example of Monthly Payment Calculations and how payments are applied:

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

Loan Balance	Monthly Interest No Automatic Payment (Interest accrues for the month at 5.0% APR)	Monthly Interest With Automatic Payment (Interest accrues for the month at 4.5% APR)
\$18,488	\$77.03	\$69.33

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



FACTS**WHAT DOES SOLARCITY DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and checking account information
- Payment History and Credit scores
- Account transactions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons SolarCity chooses to share; and whether you can limit this sharing.

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

To limit our sharing

Please email us at: customer care@solarcity.com or call us toll-free at (888) 765-2489

Please note:

If you are a *new* customer, we can begin sharing your information **30** days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call toll free (888) 765-2489 or visit our website at www.solarcity.com/company/privacy-policy.



Page 2**Who we are****Who is providing this notice?**

SolarCity Finance Company, LLC. In this Privacy Notice, references to “SolarCity,” “we,” and “our” refer to SolarCity Finance Company, LLC.

What we do**How does SolarCity protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does SolarCity collect my personal information?

We collect your personal information, for example, when you:

- Open an account or give us your contact information
- Pay your bills or make a wire transfer
- Apply for a loan

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State law and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions**Affiliates**

Companies related to SolarCity Finance Company, LLC by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with a SolarCity name; financial companies such as Paramount Energy Solutions, LLC, and nonfinancial companies, such as SolarCity Corporation.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates we share with can include financial services companies such as insurance agencies, nonfinancial companies such as retailers, travel companies, membership groups, and other companies such as nonprofit groups.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include financial services companies and nonfinancial companies such as retailers.



Other Important Information

Do Not Call Policy: This Privacy Policy constitutes SolarCity Finance Company, LLC's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. SolarCity maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the SolarCity Do Not Call list.

For Nevada residents only: We are providing you this notice under state law. You may be placed on our internal Do Not Call List by following the directions in the "To limit our sharing section". Nevada law requires we provide the following contact information: Office Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St. Suite 3900, Las Vegas, NV 89101; Phone number 1.702.486.3132; email: BCINFO@ag.state.nv.us.

California residents only: Under California law, we will not share information we collect about you with companies outside of SolarCity Finance Company, LLC unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.

State Law: We follow state law if state law provides you with additional privacy protections. For example, we automatically treat customers with a Vermont mailing address as having limited our sharing with affiliates and nonaffiliates, unless you give us authorization for such sharing.

Copy



Copy

