

- f. The last sentence of Section 5(h) is replaced in its entirety with the following:

You agree that the System is not a fixture, but SolarCity has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.

- g. Section 5 of the Agreement, "Lease Obligations" is amended to include the following:

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

- h. Section 12(a) of the Agreement is hereby replaced in its entirety with the following:

- (i) **Transfer this Lease and the Monthly Payments.**

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

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

- (ii) **Move the System to Your New Home.**

If you are moving to a new home in the same utility district, then where permitted by the local utility, the System can be moved to your new home pursuant to the Limited Warranty. You will need to pay all costs associated with relocating the System, execute and provide the same access and ownership rights as provided for in this Lease and provide any third party consents or releases required by SolarCity in connection with the substitute premises.

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

At any time during the Lease Term, if the person buying your home does not meet SolarCity's credit requirements, but still wants the System, then you can (A) prepay the payments remaining on the Lease (See Section 16(i)(i) and (ii)), (B) add the cost of the Lease to the price of your home; and (C) have the person buying your Home sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this Lease. The System stays at your Home, the person buying your Home does not make any Monthly Payments and has only to comply with the non-Monthly Payment portions of this Lease.

- i. Section 12(b) is replaced in its entirety with the following:

You agree to give SolarCity at least fifteen (15) days but not more than three (3) months' prior written notice if you want someone to assume your Lease obligations. In connection with this assumption, you, your approved buyer and SolarCity shall execute a written transfer of this Lease. Unless we have released you from your obligations in writing, you are still responsible for performing under this Lease. If your buyer defaults on this Lease and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Lease in writing once we have a signed transfer agreement with the person buying your Home (provided such person has been approved as a transferee by SolarCity in writing).

