



Amendment to SolarLease

This Amendment to **SolarLease** ("**Amendment**") is made and entered into as of the 20th day of May, 2020, by and among Randall Mummert ("**Property Owner**") and SolarCity Corporation DBA Tesla Energy ("**Tesla**").

RECITALS

A. Property Owners and Tesla are parties to that certain SolarLease dated 7/23/2012, as may be amended from time to time ("**Lease**"), whereby Property Owners lease from Tesla the solar power system described therein ("**Solar System**").

B. The Solar System is installed at the home located at 4142 Borderlands Dr, Rancho Cordova, CA 95742 ("**Residence**") located on the real property described in the Lease ("**Real Property**").

C. To clarify the obligations of the parties with respect to removal of the Solar System and to provide the Purchaser of the Residence certain options in the event of foreclosure on the Residence, Property Owners and Tesla have agreed to amend the Lease as stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Property Owners and Tesla agree as follows:

1. **Damage to Residence and Real Property.** Tesla represents and agrees that any damage that occurs as a result of installation, malfunction, manufacturing defect, or removal of the Solar System is the responsibility of Tesla and Tesla shall repair any such damage and return the improvements to the Residence and Real Property to their original or prior condition (for example, sound and watertight conditions that are architecturally consistent with the rest of the Residence).

2. **Property Owners' Property Insurance.** Tesla agrees not to be named loss payee (or named insured) on the Property Owners' property insurance policy covering the Residence that the Solar System is attached to.

3. **Transfer after Foreclosure.** If the interest of Property Owners in the Real Property shall be transferred to another person or entity by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of a security instrument on the Residence (such transferee, its successors and assigns, including, but not limited to, a lender, shall be referred to herein as "**Purchaser**"), Purchaser shall have the following options:

- A. Terminate the Lease and require Tesla to remove the Solar System;
- B. Become the beneficiary of the Lease with Tesla without payment of any transfer charge or similar fee; or
- C. Enter into a new lease or other agreement with Tesla, under terms no less favorable than the Property Owners.

4. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

5. **Governing Law.** This Amendment shall be governed by and construed under the laws of the State in which the Real Property is located.

6. **Counterparts.** This Amendment may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

TESLA:

Tesla, Inc.



Name: RJ Johnson
Title: Senior Director, Energy

PROPERTY OWNERS:

05/20/2020
