

EN4806385



TESLA ENERGY PRODUCTS
RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

Your Name:	Christopher Bell	Your Address:	1116 Crisp Air Dr , Colorado Springs, CO 80908
Creditor:	Tesla, Inc.	Creditor Address:	1 Tesla Road, Austin, TX 78735

Agreement to Purchase: You agree to purchase the Tesla Energy Products ("Products") as described in your Tesla Energy Products Purchase & Home Improvement Agreement from Tesla, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Retail Installment Contract (the "Agreement"). Nothing in this Agreement shall affect any of the terms or obligations set forth in your separate Tesla Energy Products Purchase & Home Improvement Agreement. This Agreement shall supersede all prior existing retail installment contracts between you and Tesla for the purchase of the Products. By electing to pay for the Products in installments, you will pay a higher price than if you paid in a single lump sum.

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.	Total Sale Price The total cost of your purchase on credit, including your downpayment of <u>\$16,644.59</u>
<u>7.32%</u>	<u>\$35,462.99</u>	<u>\$54,537.01</u>	<u>\$90,000.00</u>	<u>\$106,644.59</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
180 e	<p>The amount of your payments will vary if you make timely payment of the Partial Principal Payment.</p> <p>Monthly payment through June 1 of the calendar year after the Start Date: \$500.00 e Partial Principal Payment due June 1st of the calendar year after the Start Date: \$21,504.48¹ Monthly payment after Partial Principal Payment if timely paid in full by June 1st of the calendar year after the Start Date: \$295.74 e²</p>	<p>Your first payment will be due 35 calendar days after your loan service "Start Date" and each payment thereafter is due on the monthly anniversary of the Start Date³ Your Partial Principal Payment is due in full on June 1st of the calendar year after the Start Date.</p>

"e" means an estimate.

Itemization of the Amount Financed	
1. Cash price	<u>\$69,746.60</u>
2. Downpayment	
a. Paid in money	<u>\$16,644.59</u>
a. Order Payment	<u>\$250.00</u>
b. Incentives	<u>\$0.00</u>
c. Paid After Inspection	<u>\$16,394.59</u>
b. Value of goods traded in	<u>N/A</u>
i. Description of goods: <u>N/A</u>	
c. Total downpayment	<u>\$16,644.59</u>
3. Security interest fees or nonfiling insurance premiums	<u>N/A</u>
4. Fees for registration or a certificate of title	<u>N/A</u>
5. Taxes	<u>\$1,435.00</u>
6. Premiums and other charges for insurance	<u>N/A</u>
7. Total Amount financed	<u>\$54,537.01</u>

Finance Charge and Payments.

- How we will calculate Finance Charge.** We will calculate the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor may receive part of the Finance Charge.

¹The Partial Principal Payment is an optional payment based on the estimated amount of the federal investment tax credit that may be available for your solar energy installation, representing 30% of the eligible system cost. While the Partial Principal Payment must be paid by you in cash, for you to realize an equivalent benefit of the federal investment tax credit, you must have federal income tax liability that is at least equal to the value of the tax credit.

²Your monthly payment after the Partial Principal Payment may vary from this estimate based on the actual timing of your Start Date and the payments you have made.

³Your Start Date will be the later of: (i) the date your Product(s) receive permission to operate from your utility (or, if utility approval is not required, the date your Product(s) pass inspection); or (ii) a date established by Tesla in its sole discretion.

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2. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this Agreement in any order we choose.
3. **How late payments or early payment change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this Agreement on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
4. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

Demand feature. You agree that if you sell or otherwise transfer ownership of the home on which we installed the Products, you will pay the full unpaid balance under the Agreement.

Partial Principal Payment. In addition to the monthly payment and any other charges, fees, or costs due and payable, you must make a payment of \$21,504.48 toward the outstanding principal by June 1st of the year following the Start Date (the "Partial Principal Payment") to qualify for reduced future monthly payments as shown in Column 4 of Schedule 1. The Partial Principal Payment of \$21,504.48 is a one-time payment that is more than double the amount of the regular payments. If you fail to pay the Partial Principal Payment in full by the due date, you have an absolute right to a revised payment schedule, which we have already provided you in Column 3 of Schedule 1, and pursuant to which you will continue to be charged at the agreed upon rate and required to make monthly payments, without any monthly payment reduction. Any partial prepayments that you make before the Partial Principal Payment is due will be credited toward the Partial Principal Payment. If you fail to pay the Partial Principal Payment in full by the due date, we reserve the right to apply any partial prepayments that had been credited towards the Partial Principal Payment instead to lower the amount of your final payment or to provide for fewer payments of the same amount as your scheduled payment as provided in Column 3 of Schedule 1. You understand that, except for the Partial Principal Payment, we reserve the right to refuse to apply any prepayments in such a manner as to issue you a revised payment schedule with lower monthly payment amounts.

Penalties for late payment. If we do not receive a monthly payment by 10 days after the due date, we reserve the right to charge: (1) ten dollars (\$10) for a period in default of not less than 10 days; (2) fifteen dollars (\$15) for a period in default of not less than 15 days; and (3) any actual and reasonable costs of collection occasioned by your failure to notify us of any change of residence or to communicate with us for a period of 45 days after any default in making payments due under the contract.

Penalties for prepayment. If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of a part of the finance charge.

Changes. Any change to this Agreement must be in writing and both you and we must sign it. No oral changes are binding.

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. To the extent permitted by law, our aggregate liability to you under this Agreement is limited to the Total Sales Price. You agree that any claims related to the Products shall be governed entirely by the terms of your related Tesla Energy Products Purchase & Home Improvement Agreement.

Default; Breach of Agreement. You will be in default of this Agreement if you do not pay any payment on time, you give false, incomplete, or misleading information on a credit application, you start a proceeding in bankruptcy or one is started against you or your property, the Products are lost, damaged or destroyed, or your break any agreements in this contract. You understand and agree that you will pay us all you owe under this Agreement even if the Products are damaged, destroyed, or missing or if they experience production issues. If you default on or breach any provision of this Agreement, we reserve the right to immediately demand that you pay the remaining unpaid balance and any other charges, fees, or costs owed to us and/or to remove the Products from your home at your cost. If you fail to make the Partial Principal Payment due on June 1st of the calendar year following the Start Date, you will continue to be obligated to make monthly payments as provided in Column 3 of Schedule 1 below without any monthly payment reduction and we will not exercise the foregoing rights if you continue to make those payments on time.

You understand and agree that Tesla may submit to credit reporting agencies (credit bureaus) credit reports that would be reflected on your credit record, including if you do not pay any amounts due under this Agreement as required.

Security Interest. You agree that the Products are not a fixture, but that we have the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the Products. We may charge you a fee of up to \$250 if you need this filing to be temporarily terminated for any reason. You will not allow any other security interest to be placed on the Products without our written permission.

Agreement to Arbitrate. Please read this part carefully because it means you are agreeing that any unresolved dispute between you and Tesla will not be decided by a judge or jury in a public courtroom, but instead by a single arbitrator in a private arbitration.

If you have a dispute with Tesla, Inc. or its affiliates (which we call "Tesla") arising out of or relating to any aspect of this Agreement or your purchase of the System, please send us an email to resolutions@tesla.com, describing your dispute and how you would like it resolved. If it is not resolved within 60 days from the date of your email, you agree that your dispute can only be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before you ordered your System (such as claims related to statements Tesla made about our products). We will pay all AAA fees for any arbitration, which will be held in the city or county of your legal residence. To learn more about the Rules and how to begin an arbitration, you can call any AAA office or go to www.adr.org. The arbitrator can only resolve disputes between you and Tesla and cannot consolidate claims from others without consent from you, Tesla, and the others. You can only bring claims in arbitration against Tesla in your individual capacity and not as a plaintiff or class member in any class or representative action (and the same is true for Tesla). If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a specific claim for relief or remedy (such as what lawyers call "injunctive" or "declaratory" relief), then that claim or remedy (and only that claim or remedy) will be carved out of the arbitration and can be filed in court; all other claims must be arbitrated. If you prefer, you can take your individual dispute to a small claims court instead. If you don't want to agree to arbitration, you can "opt out" of arbitration by sending us a letter within 30 days after placing your initial order for your System. Please send the letter to Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970 and include your name, your order number, the name of the product you ordered, and a statement explaining your desire to opt out of arbitration. If you do not opt out, your agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

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Governing Law; Integration. This Agreement is governed by the laws of the State where your Products are installed. Terms relating to the purchase not explicitly contained herein are not binding. The information at any links described above is part of this Agreement.

Assignment. We may assign our interest in this Agreement at our discretion and without your notice or consent. In the event of an assignment, there will be no effect on the related Tesla Energy Products Purchase & Home Improvement Agreement.

Tesla assigns its interest in this contract without recourse to Tesla Finance, LLC (Assignee) under the terms of Tesla's agreement(s) with Assignee.

Notice to Cosigner. You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

The pricing of your financing in this Agreement is valid for 30 days after . If you do not sign this Agreement and return it to us on or prior to this date, Tesla reserves the right to reject this Agreement unless you agree to our then current pricing. You further understand and agree that if your purchase price detailed in your related Tesla Energy Products Purchase & Home Improvement Agreement changes, then your Amount Financed, Total of Payments, and Total Sale Price listed herein are subject to change accordingly and you will be issued an updated Retail Installment Contract.

After you have signed this Agreement and it has been accepted by Tesla, the pricing of your financing in this Agreement is valid for 90 days. Thereafter, we reserve the right, every 90-day period up until the date when your related Tesla Energy Products Purchase & Home Improvement Agreement can no longer be canceled, to modify this Agreement to reflect the pricing of our then current financing and to issue you an updated Retail Installment Contract, which pricing shall apply to this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.

Your Signature:

Christopher Bell

Date: 08/05/2023

Name: Christopher Bell

Creditor Signature:

Date: _____

Tesla, Inc.
Name: Tyler Moragne
Title: Director, Residential Energy Operations

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Schedule 1Payment Schedule

<u>Payment Number</u>	<u>Date</u>	<u>No Partial Principal Payment</u>	<u>Partial Principal Payment Paid In Full By June 1 of Year 2</u>
1	7/15/Year 1 e	\$500.00	\$500.00
2	8/15/Year 1 e	\$500.00	\$500.00
3	9/15/Year 1 e	\$500.00	\$500.00
4	10/15/Year 1 e	\$500.00	\$500.00
5	11/15/Year 1 e	\$500.00	\$500.00
6	12/15/Year 1 e	\$500.00	\$500.00
7	1/15/Year 2 e	\$500.00	\$500.00
8	2/15/Year 2 e	\$500.00	\$500.00
9	3/15/Year 2 e	\$500.00	\$500.00
10	4/15/Year 2 e	\$500.00	\$500.00
11	5/15/Year 2 e	\$500.00	\$500.00
12	6/1/Year 2 e	\$0.00	\$21,504.48
13	6/15/Year 2 e	\$500.00	\$295.74
14	7/15/Year 2 e	\$500.00	\$295.74
15	8/15/Year 2 e	\$500.00	\$295.74
16	9/15/Year 2 e	\$500.00	\$295.74
17	10/15/Year 2 e	\$500.00	\$295.74
18	11/15/Year 2 e	\$500.00	\$295.74
19	12/15/Year 2 e	\$500.00	\$295.74
20-180	Monthly Payments Years 3 - 15	\$500.00	\$295.74

Explanation of Payment Schedule 1

If you do not make the Partial Principal Payment or any other prepayments, you will be required to make the payments shown in Column 3 of Schedule 1 and you will not receive a reduction in your monthly payment amount. If you make the Partial Principal Payment on June 1st of the calendar year after the Start Date, you will be required to make the payments shown in Column 4 of Schedule 1 and your monthly payments will be reduced after you make the Partial Principal Payment. All payments and dates listed in Schedule 1 are estimates, designated as "e", except for the Partial Principal Payment. Actual payment amounts and dates will vary.