

From: Jonathan Rebeck
223 N Alvarado St #201
Los Angeles, CA 90026

To: Tesla, Inc.; Attn: Legal
PO Box 15430
Fremont CA 94539-7970

To Whom It May Concern:

I, Jonathan Rebeck, owner of that Tesla Model 3 with VIN #5YJ3E1EA7PF610320 purchased on June 28, 2023 do hereby state my unequivocal and absolute intent to opt out of the Arbitration Provision Clause in that agreement, and any and all future agreements, governing the relationship between Tesla, Inc. and I, the undersigned, ~~from~~ to the extent permissible under the laws of the State of California and the United States of America. Furthermore, in due consideration of the ^{*}time, effort and expense I incurred in order to opt-out of this provision (when Tesla - a highly advanced tech company - could have just provided an email address), Tesla, Inc. agrees to purchase and deliver one (1) Puppy or Kitten of Jonathan's choosing, ^{or} within ninety (90) days of receipt of this notice Tesla may procure the animal, itself, and deliver it to a place of my choosing, or Tesla may elect to reimburse ^{or} the reasonable cost of one (1) purebred newborn pup or kitten either actually incurred in good faith and upon proof of receipt, or else, at the fair market value of the chosen breed. In any event, ^{the} costs of fulfilling its obligations shall not cause Tesla more than two-thousand dollars (\$2,000.00), which Tesla expressly agrees is adequate, reasonable consideration for the obligations imposed on me by the terms of this provision. Consistent with standard business practice, Tesla may opt-out of this arbitration provision for unreimbursed expenses by mailing a letter to "Jonathan Rebeck, 223 N Alvarado St #201, LA CA 90026" stating its intent not to buy me a puppy, ^{or} may even do so by email at "Jmrebeck@gmail.com", (in which either case

I will consider the effort expended as ^{fair value +} ~~negative~~ consideration) no later than thirty (30) days from the date noted on this letter or else on the postage, whichever may be later. If Tesla does not opt out within 30 days, it will be deemed ~~an~~ express agreement of the terms of this "Puppy provision", pertaining to reimbursement of costs to opting out, upon which the original contract is silent. Upon what shall be regarded as both Parties' mutual assent, this agreement shall be incorporated by agreement into the Terms & conditions agreement, superseding any provision ^{or language} which may constrain Tesla's ability to comply with this provision, or otherwise deny me a puppy, kitty or else ^{the} Fair Market Value. This agreement shall constitute a binding promise by Tesla after thirty days, and any other prior agreement are deemed merged herein, such that this language clarifies and/or supersedes any prior arbitration agreement regarding expenses to opting out, so that this shall constitute the entire agreement between the Parties. No waiver, amendment or modification of this or any provision shall be considered binding upon the parties unless in writing and signed by both parties. Once Tesla consents to this ^{provision of the} agreement, it shall make all reasonable efforts to comply with haste upon notice of the Puppy or Kitten I have chosen, to secure the furry friend for me, and will be held liable for any and all reasonable expenses, including court costs + legal fees, I obtain in enforcing its agreement.

Signed, Jonathan Rebaek, July 5th 2023

Jonathan Rebaek