



**Amendment to
Solar Services Agreement**

Purchaser:		Seller:	
Name and Address	City of Tempe 20 East 6 th Street, Tempe AZ 85281 Kiwanis Recreation Center 6111 S All America Way Tempe, AZ 85281 Attn: Michael Greene	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(480) 350-8516	Phone	(650) 638-1028
Fax	(480) 858-7701	Fax	(650) 560-6460
E-mail	Michael_greene@tempe.gov	E-mail	Contracts@solarcity.com
Purchaser (check one)	<input checked="" type="checkbox"/> owns the Facility <input type="checkbox"/> leases the Facility		

The Solar Services Agreement dated October 15, 2015 (the "Agreement") between SolarCity Corporation (the "Seller") and City of Tempe (the "Purchaser") for Kiwanis Recreation Center is hereby amended, effective when executed by the Parties below, as follows:

1. **Exhibit 1, Finance Attachment** is replaced in its entirety with the attached **Exhibit 1, Finance Attachment**.
2. **Exhibit 2, System Description** is replaced in its entirety with the attached **Exhibit 2, System Description**.

If a conflict or inconsistency arises between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

City of Tempe

SolarCity Corporation

Signature: _____

Signature:  _____

Printed Name: _____

Printed Name: Lyndon Rive

Title: _____

Title: CEO

Date: _____

Date: 06/10/2016

Exhibit 1

Finance Attachment

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to Two (2) Additional Terms of Five (5) years each.
3. **Environmental Incentives and Environment Attributes.** Notwithstanding anything to the contrary in the Solar Services Agreement (including, without limitation, Section 5, 6(a), and 16(a) of the General Terms and Conditions), the Environmental Incentives and Environmental Attributes (but not the Tax Credits) accrue to Purchaser. Purchaser has, in turn, assigned payments of the Environmental Incentives to Seller.
4. **Prepayment:** \$152,369, applicable tax will be applied at the time of invoice, the amount shown does not include tax.
5. **Contract Price:**

YEAR	CONTRACT PRICE PER KWH
1	\$0.0540
2	\$0.0540
3	\$0.0540
4	\$0.0540
5	\$0.0540
6	\$0.0540
7	\$0.0540
8	\$0.0540
9	\$0.0540
10	\$0.0540
11	\$0.0540
12	\$0.0540
13	\$0.0540
14	\$0.0540
15	\$0.0540
16	\$0.0540
17	\$0.0540
18	\$0.0540
19	\$0.0540
20	\$0.0540

6. **Condition Satisfaction Date:** 180 days after the Effective Date
7. **Anticipated Commercial Operation Date:** 270 days after the Effective Date
8. **Outside Commercial Operation Date:** 365 days after the Effective Date
9. **Purchase Option Price**

End of Contract Year	Purchase Price*
6	\$573,092
10	\$531,526
20	Fair Market Value

*Higher of Fair Market Value of System or amount specified

10. Termination Value:

Contract Year	Termination Value
1	\$1,204,067
2	\$1,036,480
3	\$813,236
4	\$638,591
5	\$492,875
6	\$344,387
7	\$304,896
8	\$288,450
9	\$271,341
10	\$253,534
11	\$234,993
12	\$215,681
13	\$195,560
14	\$174,586
15	\$152,718
16	\$129,909
17	\$106,112
18	\$81,277
19	\$55,350
20	\$28,277

11. Rebate Variance: All prices in this Agreement are calculated based on an SRP rebate of \$0.00/kW and is subject to City of Tempe approval no later than 30 days after SRP incentive award. If the City of Tempe takes no action prior to the end of such 30 day period, the City of Tempe will be deemed to have approved all pricing in this Agreement. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received, provided, however, that Purchaser shall have the right to terminate this Agreement if it does not accept the pro-rata adjustment.

Exhibit 2
System Description

1. **System Location:** 6111 S All American Way, Tempe, AZ 85282 United States (MARICOPA County)
2. **System Size (DC kW):** 362.700 kW
3. **Expected First Year Energy Production (kWh):** 604,776 kWh
4. **Scope:** Solar Project for Kiwanis
5. **Expected Module(s):**

QUANTITY	MAKE	MODEL	STC WATTS	PTC WATTS
1,170	Trina	TSM-310PD14.18	310 W	280.8 W

6. **Expected Inverter(s):**

QUANTITY	MAKE	MODEL	RATED POWER	EFFICIENCY
3	Fronius	Fronius Symo 24.0-3 480	240 kW	98.0 %
8	Solectria	PVI28TL-480	28 kW	98.0 %

7. **Expected Structure:** Solar Shade Structures



**Amendment to
Performance Guarantee Agreement & Limited Warranty Agreement**

Purchaser:		Seller:	
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Phone	(480) 350-8516	Phone	(650) 638-1028
Fax	(480) 858-7701	Fax	(650) 560-6460
E-mail	Michael_greene@tempe.gov	E-mail	Contracts@solarcity.com

The Performance Guarantee Agreement & Limited Warranty Agreement dated October 15, 2015 (the "Agreement"), between SolarCity Corporation (the "Seller") and City of Tempe (the "Purchaser") for Kiwanis Recreation Center is hereby amended, effective when executed by the Parties below, as follows:

Section 1, C "Guaranteed kWh" is replaced with the following,
C. "Guaranteed kWh":

Year	Guaranteed kWh
Year 1 (95%)	574,537
Year 2 (95%)	571,665
Year 3 (95%)	568,806
Year 4 (95%)	565,962
Year 5 (aggregate of years 1-5 @ 100%)	2,993,792
Year 6 (95%)	560,317
Year 7 (95%)	557,515
Year 8 (95%)	554,728
Year 9 (95%)	551,954
Year 10 (aggregate of years 6-10 @ 100%)	2,919,692
Year 11 (95%)	546,448
Year 12 (95%)	543,716
Year 13 (95%)	540,997
Year 14 (95%)	538,292
Year 15 (aggregate of years 11-15 @ 100%)	2,847,426
Year 16 (95%)	532,923
Year 17 (95%)	530,258
Year 18 (95%)	527,607
Year 19 (95%)	524,969
Year 20 (aggregate of years 16-20 @ 100%)	2,776,949

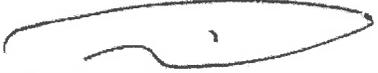
If a conflict or inconsistency arises between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

[SIGNATURE PAGE TO FOLLOW]

City of Tempe

SolarCity Corporation

Signature: _____

Signature:  _____

Printed Name: _____

Printed Name: Lyndon Rive

Title: _____

Title: CEO

Date: _____

Date: 06/10/2016