



**Addendum
to
Tesla Energy Products Purchase Agreement
California Self-Generation Incentive Program (SGIP)**

This "Addendum" is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Addendum consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Addendum (by electronic acceptance, signature or e-mail). Buyer and Tesla may be referred to hereinafter as a "Party" or as the "Parties."

This Addendum amends the Tesla Energy Products Purchase Agreement between Buyer and Tesla dated June 28, 2021 ("Agreement"). Buyer and Tesla agree that the Agreement, as amended by this Addendum, is in full force and effect in accordance with its terms and is hereby ratified and confirmed, and except as modified by this Addendum, all other terms and conditions of the Agreement remain unchanged.

1. Revised Price Sheet

The Price Sheet set forth in the Agreement is hereby amended and restated as follows:

Price Sheet

Buyer information

Buyer Name: City of Beaumont
 Buyer Business Address: 550 E 6th St, Beaumont, CA 92223
 Signatory Name:
 Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
 888-765-2489
 CA CSLB 949283

Energy Products and Contract Price

Energy Storage System:	1,072.5 kW/4,348.8 kWh	
SGIP Eligible Cost:	\$5,080,928.15	
Assigned SGIP Incentive:	\$3,079,850.02	
Assigned Federal Incentive:	\$1,139,082.53	
Contract Price:	\$4,218,932.55	
Expected [30%] Federal Incentive:	\$1,265,679.76	100.00%
Assigned Federal Incentive:	\$1,139,082.53	90.00%
Retained Portion of Federal Incentive*	\$126,597.24	10.00%
Remaining Contract Balance due after Assignment:	\$0.00	
Job No.:	JB-92210202-00	

*retained portion of Federal Incentive to be utilized for Buyer expense reimbursement.



2. Amendment of Section 2. Section 2 of the Agreement is amended by inserting the following:

(a) The following provision is added as new Section 2.(c):

(c) *In addition to qualification for the SGIP Incentive, the Parties anticipate that the Products will qualify for a "Investment Tax Credit" under Section 48 of the Internal Revenue Code of 1986, as amended, which will either be in form of a transferable credit against income taxes ("Transferable ITC") if Buyer is a taxable entity, or in form of a direct payment ("Direct Payment," and collectively with the "Transferable ITC," or each, separately referred to herein as the "Federal Incentive"), if Buyer is a non-taxable entity. The Parties agree that, due to increased Product costs based on supply chain issues and inflation, Buyer will apply for and assign to Tesla the portion of the Federal Incentive ("Assigned Federal Incentive") set forth above in the Price Sheet, which assignment enables Tesla to sell to Buyer the Product at the Contract Price set forth in the Price Sheet and Buyer shall retain the balance of the Federal Incentive set forth above in the Price Sheet ("Retained Incentive"). Buyer hereby irrevocably assigns to Tesla all of its rights to and interests in the Assigned Federal Incentive described in the Price Sheet and agrees that the Assigned Federal Incentive shall be paid on behalf of Buyer to an account determined by Tesla.*

Buyer to select one of the following:

Agency. Buyer hereby appoints Tesla and its assignee as Buyer's irrevocable attorney-in-fact for the sole purpose of applying for the Federal Incentive, including, without limitation the right to execute any documents, agreements and instruments, and to perform all acts necessary to obtain the Federal Incentive in Buyer's name, payable directly to (a) Tesla or its assignee or (b) if the Internal Revenue Code of 1986 or regulations thereunder require payment of the Federal Incentive directly to Buyer, to Buyer for the benefit of Tesla or its assignee. If Buyer receives payment of the Federal Incentive, it shall pay Tesla or Tesla's assignee an amount equal to the Assigned Federal Incentive within 30 days after Buyer's receipt of the Federal Incentive.

Collaboration. Buyer hereby agrees to collaborate with Tesla for the sole purpose of applying for the Federal Incentive, including, preparing and executing any documents, agreements and instruments, and to perform all acts necessary to obtain the Federal Incentive in Buyer's name, payable directly to (a) Tesla or its assignee or (b) if the Internal Revenue Code of 1986 or regulations thereunder require payment of the Federal Incentive directly to Buyer, to Buyer for the benefit of Tesla or its assignee. If Buyer receives payment of the Federal Incentive, it shall pay Tesla or Tesla's assignee an amount equal to the Assigned Federal Incentive within 30 days after Buyer's receipt of the Federal Incentive.

(b) Section 2.(c) becomes Section 2.(d) and is amended as follows:

- i. The words "and the Federal Incentive" are inserted in the first line of Section 2.(d) after the words "SGIP Incentive."
- ii. The words "or such other email address that Tesla or its assignee may provide from time to time" are inserted at the end of Section 2.(d) before the period.

(c) Section 2.(d) becomes Section 2.(e).



(d) The following provision is inserted as new Section 2.(f):

(f) Buyer agrees to execute, acknowledge and deliver, and cooperate with Tesla or its assignee in executing, any and all such further assurances and other documents agreements or instruments, and take or cause to be taken all such other action, as may be reasonably necessary or requested by Tesla or its assignee from time to time to obtain and achieve the SGIP Incentive and the Federal Incentive payments to Tesla or its assignee as set forth in this Section 2.

(e) The following provision is inserted as new Section 2.(g):

(g) Should Buyer comply with all reasonable requests by Tesla or its assignee under Section 2(f) above, Buyer shall not be liable if Tesla or its assignee do not receive the Assigned Federal Incentive or any portion thereof. Notwithstanding the foregoing, should any actively negligent or willful act by Buyer prevent Tesla or its assignee from receiving all or any part of either the Assigned SGIP Incentive or the Assigned Federal Incentive in the full amount set forth in the Price Sheet, or result in a full or partial recapture of the Assigned SGIP Incentive or Assigned Federal Incentive, Buyer will pay that portion of the Contract Price to Tesla or its assignee, which payment shall be an amount equal to the amount of Assigned SGIP Incentive or Assigned Federal Incentive not received by, or recaptured from, Tesla or its assignee. If Tesla or its assignee fails to receive, or will be obligated to repay, any amount of Assigned SGIP Incentive or Assigned Federal Incentive for reasons resulting from any actively negligent or willful act by Buyer, Tesla or its assignee will invoice Buyer and Buyer will pay such invoice within 30 days after receipt.



Signed by

Buyer: Tesla, Inc. (on behalf of itself and financing party Corporate Credit, Inc):

Name: _____ Name: Mike Snyder _____

Signature: _____ Signature:  _____

Title: _____ Title: Sr. Director, Megapack _____

Date: _____ Date: 12/15/2022 _____

