

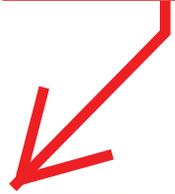
Tesla Purchase Agreement: Vehicle Configuration Sheet - Sample 7



Motor Vehicle Purchase Agreement Vehicle Configuration

| Customer | Description | Total in USD |
|--|--|--------------|
| Name Address City, State Zip Code | Model S 85kWh Battery Red Multi-Coat Paint Body Color Roof 19" Wheels Black Nappa Leather Seats Piano Black Décor Supercharger Enabled Tech Package Parking Sensors Parcel Shelf Brake Calipers – Black | |
| VIN ABCDEFGHIJK123456 | | |
| Reservation ABCD1234 | | |
| Deposit paid \$ | | |
| Accepted by Customer on April 25th 2014 | | |
| | Subtotal | |
| | Destination and regulatory documentation fee | |
| | | Total |

VIN required.



Accepted by Customer on April 25th 2014



This date is required as date of purchase and proof of signature.
 If this space is blank, please see Option 2 or 3 on page 19.

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.



Motor Vehicle Purchase Agreement Terms & Conditions

Documentation. Your Motor Vehicle Purchase Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered, including pricing (excluding taxes and official or government fees). If you are purchasing a vehicle from our inventory, the Vehicle Configuration may be in the form of a Monroney window sticker or a buyer's guide.
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Payment (the "Order Date").

Agreement to Purchase. You agree to purchase the vehicle (the "Vehicle") described in your Vehicle Configuration from Tesla Motors, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order. Options or features released after you place your order may not be included in your Vehicle.

Purchase Price, Taxes and Official Fees. The purchase price of the Vehicle is indicated in your Vehicle Configuration, the Monroney window sticker or buyer's guide attached to this Agreement, as applicable. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on other factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You will be responsible for paying these additional taxes and fees.

Manufacturing Process.

- **Week 1:** We will submit your order to the Tesla Factory for production one week after the Order Date. During this one week period, you may cancel your order or make any changes to your Vehicle Configuration without incurring any costs.
- **Week 2 until Delivery:** When we submit your order for production, your Order Payment becomes earned and non-refundable. Because production of your Vehicle is already underway, changes to your Vehicle Configuration during this time will be difficult, if not impossible, for us to accommodate. If you want to make changes to your Vehicle Configuration, we will try to accommodate your request. If we accept your request, you will be subject to a non-refundable \$500 change fee and potential price increases for any pricing adjustments made after your original order date. Any changes made to your Vehicle Configuration, including changes to the price, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement.

Cancellation; Default: Because your Vehicle is custom ordered, we incur significant costs in starting production of your Vehicle. We also incur significant costs for remarketing and reselling the Vehicle if you cancel your Agreement. As a result, your Order Payment is non-refundable once your order is sent to the factory. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual direct costs incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine. You agree to make your Order Payment toward the final purchase price of the Vehicle. You acknowledge that this Order Payment is not made or entered into in anticipation of or pending any conditional sale contract.

Note: This is a sample of a first page only; your Terms & Conditions has multiple pages.

You must send us all the pages in your Terms & Conditions.

Conditional Sale Contract and Security Agreement

Seller Name and Address
Tesla Motors Inc

Buyer and Co-Buyer Name(s) and Address(es)

| |
|--------------------|
| Contract No. _____ |
| Date _____ |

Dealer # _____ ROS# _____ Stock # _____

Primary use of the vehicle is personal, family, or household use unless otherwise indicated: Primary use is business, commercial or agricultural purpose.

Truth-In-Lending Disclosure

| Annual Percentage Rate | Finance Charge | Amount Financed | Total of Payments | Total Sale Price |
|---|---|---|--|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid when you have made all scheduled payments. | The total cost of your purchase on credit, including your down payment of |
| _____ % | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

Payment Schedule. Your payment schedule is: _____ (e) means estimate

| No. of Payments | Amount of Payments | When Payments are Due |
|-----------------|--------------------|-----------------------|
| N/A | \$ N/A | Monthly beginning |
| N/A | \$ N/A | NOT APPLICABLE |
| N/A | \$ N/A | NOT APPLICABLE |
| N/A | \$ N/A | NOT APPLICABLE |

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

| New/Used | Year | Make | Model | Style | Vehicle Identification Number | Odometer Mileage |
|----------|------|-------|---------|--------|-------------------------------|------------------|
| New | YYYY | TESLA | MODEL S | 4 DOOR | ABCDEFGHIJK123456 | |

Trade-In Description; Payoff Accuracy; Agreement

Trade-In Vehicle:

| | | |
|----------|------|-------|
| N/A | N/A | N/A |
| Year | Make | Model |
| N/A | N/A | |
| Odometer | VIN | |

The payoff amount of your trade-in is shown in 6.B. of the Itemization of Amount Financed on Page 2. We relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the amount shown in 6.B. You understand the payoff amount is an estimate. You agree that if the actual payoff amount is greater than the payoff amount shown in 6.B, you will pay us the difference if we ask for it. If the actual payoff amount is less than the amount shown in 6.B, we will refund to you any overage we receive from your prior lienholder or lessor. Subject to the NOTICE in the "Owner Agreement" section of this Contract, any assignee of this Contract will not be obligated to pay the amount shown in 6.B. or any refund.

Rejection of Arbitration

Checking the following box will not affect the terms under which we will finance and sell the Property or any of the terms of this Contract, except that the arbitration provision will not be a part of this Contract:

You reject the arbitration provision of this Contract.

Important Notices

Seller Assisted Loans.

You may be required to pledge security obligations for the installment payments Sales Contract and the Loan.

Lender on loan N/A
 Amount \$ N/A Finance Ch
 Total \$ N/A Payable in
 \$ N/A \$ N/A

in item 6.D. of the Itemization of Amo

Auto Broker Fee.

If the Vehicle is new, this trans to a fee received by an auto bro this box is checked:

Name of auto broker receiv
 N/A

Note: This is a sample of a first page only; your agreement will be multiple pages.

You must send us all the pages in your Purchase/ Lease Agreement.

Buyer: _____ Co-Buyer: _____
 N/A