



# 85

## Model S

85 kWh Battery  
265 miles range (EPA)  
5.4 seconds 0-60 mph

2014 | 26,471 miles | P54103  
Located in Los Angeles

**\$55,800**

[Calculate transportation fee](#)

**BUY**

Requires a \$1,000 deposit

[Request a callback](#)



This Model S receives a full inspection, remaining battery and drive warranty and a four year, 50,000 miles pre-owned **limited warranty** with 24 hour roadside assistance.

## Features

- Black Solid Paint
- Body Color Roof
- 19" Wheels
- Black Textile Seats
- Piano Black Décor
- Standard Headliner
- Free Supercharging
- Standard Suspension
- Ultra High Fidelity Sound
- Tech Package



**Motor Vehicle Purchase Agreement  
Final Price Sheet**

<b>DATE OF AGREEMENT:</b>	December 13, 2017
<b>BUYER'S AND CO-BUYER'S NAME AND ADDRESS:</b>	<b>SELLER'S NAME AND ADDRESS:</b>
City Of Fremont  42551 Osgood Road, Fremont, CA 94539	Tesla Motors, Inc. 45500 Fremont Blvd. Fremont, CA 94538  <b>Tesla Resrvation number RN7898795 is the invoice number</b>
<b>VEHICLE TO BE DELIVERED ON OR ABOUT:</b>	<b>12/16/2017</b>

DESCRIPTION OF PROPERTY						
New/Used	Year	Make	Model	Style	Vehicle Identification Number	ODO Mileage
Used	2014	TESLA	Model S 85	4-DR	5YJSA1H16EFP54103	026491

PURCHASE PRICE	
<b>1. Total Cash Price</b>	
A. Cash price of motor vehicle, options, accessories and fees. (See attached Vehicle Configuration for itemization.)	\$ <u>55,800.00</u> (A)
B. Other _____	\$ _____ (B)
C. Other _____	\$ _____ (C)
D. Subtotal of Taxable Items (A through C)	\$ <u>55,800.00</u> (D)
E. Sales Tax	\$ <u>5,161.50</u> (E)
Total Cash Price (D through E)	\$ <u>60,961.50</u> (1)
<b>2. Amounts Paid to Government Agencies*</b>	
A. Vehicle License Fees	\$ <u>400.00</u> (A)
B. Registration/Transfer/Titling Fees	\$ <u>117.00</u> (B)
C. Tire Fee	\$ <u>0.00</u> (C)
D. Other _____	\$ <u>0.00</u> (D)
E. Other _____	\$ <u>0.00</u> (E)
Total Government Fees (A through E)	\$ <u>517.00</u> (2)
<b>3. Subtotal (1 through 2)</b>	\$ <u>61,478.50</u> (3)
<b>4. Total Credits</b>	
A. Order Payment	\$ <u>0.00</u> (A)
B. Value of Tesla Trade-In Vehicle (see Trade-in Annex)	\$ <u>0.00</u> (B)
C. Other _____	\$ <u>0.00</u> (C)
D. Order Modification Fee Credit	\$ <u>0.00</u> (D)
Total Credits (A through D)	\$ <u>0.00</u> (4)
<b>5. Amount Due from Buyer (3 through 4)</b>	\$ <u>61,478.50</u> (5)

\* Seller may retain or receive part of the amounts paid to others.

**Auto Broker Fee:** This transaction is not subject to a fee received by an auto broker from Seller unless this box is checked:

If checked, name of auto broker receiving fee: n/a



### Motor Vehicle Purchase Agreement Used Vehicle Configuration

Customer	Description	Total in USD
City Of Fremont	Model S 85	-
42551 Osgood Road	Solid Black Paint	-
Fremont, CA 94539	Body Color Roof	-
(510) 979-5739	19" Wheels	-
mcollins@fremont.gov	Black Textile Seats	-
VIN 5YJSA1H16EFP54103	Piano Black Décor	-
Reservation RN7898795	Supercharger Enabled	-
Order Payment \$0.00	Tech Package	-
Accepted by Customer on	Premium Sound	-
		<b>Subtotal \$55,800.00</b>
		Destination Fee \$0.00
		Documentation Fee \$0.00
		Order Modification Fee \$0.00
		<b>Vehicle Total \$55,800.00</b>

Reservation number RN7898795 is Tesla's invoice number.

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, 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 and you can confirm availability with your Owner Advisor. Options, features or hardware released after you place your order may not be included in or available for 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 many 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.

- **Order Stage:** We will submit your order to the Tesla Factory for production three (3) calendar days after the Order Date. During this three (3) day period, you may cancel your order or make any changes to your Vehicle Configuration without charge. Your Order Payment will be refundable if you cancel within this three (3) day period.
- **Factory Stage:** When we submit your order for production (3 days after your order date), 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 since your original Order Date. Any changes made to your Vehicle Configuration, including changes to the purchase 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 or default in this Agreement. As a result, your Order Payment is non-refundable three (3) calendar days after your Order Date. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine. We will credit your



Order Payment toward the final purchase price of the Vehicle. You acknowledge that this Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

**Inventory Vehicle.** This paragraph is applicable if you are purchasing a Vehicle from our inventory (*i.e.*, the Vehicle has already been manufactured, as indicated by an existing VIN, an attached Monroney window sticker or a buyer's guide). Because we incur significant costs in preparing and coordinating the delivery of your Vehicle, including shipping logistics, your Order Payment is non-refundable. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur in transporting, remarketing and reselling the Vehicle, costs that are otherwise impracticable or extremely difficult to determine. We will credit your Order Payment against the purchase price of your Vehicle upon completion of the transaction. You acknowledge that this Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

**Delivery.** If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within one week of this date. If you are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers.

If you wish to pick up your Vehicle in a state where we are not licensed to sell the Vehicle, or if you and Tesla otherwise agree, Tesla will, on your behalf, coordinate the shipment of your Vehicle to you from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Tesla will coordinate the shipping of the Vehicle to you via a third-party common carrier. You agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, will occur at the time your Vehicle is loaded onto the common carrier's transport (*i.e.*, FOB shipping point). The carrier will insure your Vehicle while in transit and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in the possession of a common carrier.

The estimated delivery date of your Vehicle indicated in this Agreement is an estimate only and is not a guarantee of when your Vehicle will actually be delivered. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

**Privacy Policy; Payment Terms for Services.** Tesla's Customer Privacy Policy and Payment Terms for Services are incorporated into this Agreement and can be viewed at [www.tesla.com/about/legal](http://www.tesla.com/about/legal).

**Agreement to Arbitrate.** Please read this provision carefully.

In the event of a concern or dispute between us, please send Tesla written notice to [resolutions@tesla.com](mailto:resolutions@tesla.com) describing the nature of the dispute and the relief sought.

If it is not resolved within 60 days, Tesla and you agree that any dispute arising out of or relating to any aspect of the relationship between us will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA). This includes claims arising before this Agreement, including claims related to statements about our products. Alternatively, you may opt out of arbitration as described below.

The AAA Consumer Arbitration Rules will apply. We will pay all AAA fees for any arbitration. The arbitration will be held in a location most convenient to your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).



The arbitrator may only resolve disputes between you and Tesla on an individual basis. The arbitrator cannot award relief for anyone who is not a party and may not consolidate claims. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action.

If you prefer, you may instead take your individual dispute to small claims court.

You may opt out within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name and intent to opt out of the arbitration provision.

**Warranty.** You will receive the Tesla New Vehicle Limited Warranty or the Tesla Preowned Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. You may also obtain a written copy of your warranty from us upon request or from our [website](#).

**Limitation of Liability.** We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Payment.

**No Resellers; Discontinuation.** Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your order and refund your deposit if we discontinue a product, feature or option after the time you place your order.

**Governing Law; Integration; Assignment.** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor vehicles that is nearest to your address indicated on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

**State-Specific Provisions.** You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment 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.

Buyer's Signature	<u>City of Fremont Mark P. Collins</u>	<u>Mark P. Collins</u>	<u>12/14/17</u>
	Signature	Name	Date
Co-Buyer's Signature	_____	_____	_____
	Signature	Name	Date
Seller Signature	_____	_____	_____
Tesla	By	Title	Date



### State Specific Provisions

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For **NEW YORK** residents: If the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

For **MASSACHUSETTS** residents: **ATTENTION PURCHASER:** All vehicles are **WARRANTED** as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. **THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.**

For **WASHINGTON, D.C.** residents:

#### NOTICE TO PURCHASER

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the itemization of the purchase price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.



## Payment Instructions

### Electronic Check

The easiest way to pay for your Model S is by electronic check, also known as ACH. Prior to delivery, you'll be invited by email to make your payment on our website.

To make a payment now, please sign in to your My Tesla account at this web address:

<http://www.teslamotors.com/mytesla>

### Wire Transfer

Please include your name and your order number (RN7898795) when paying by wire transfer.

Bank Name	Wells Fargo Bank, N.A.
Bank Address	420 Montgomery San Francisco, CA 94104
Account Name	Tesla Motors Inc.
Account #	4000118323
ABA/Routing #	121000248
Note	<i>Your name, RN7898795</i>





### Delivery Declaration and Due Bill

VEHICLE DESCRIPTION		
Year/Model	Buyer Name/s	VIN
2014 / Model S	City Of Fremont	5YJSA1H16EFP54103

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE TAKEN DELIVERY OF YOUR MODEL S 85 ON OR BEFORE \_\_\_\_\_ AND THAT YOU AGREE WITH YOUR FINAL MOTOR VEHICLE PURCHASE AGREEMENT, WHICH HAS BEEN UPLOADED TO AND IS AVAILABLE IN YOUR MY TESLA ACCOUNT.

#### OUTSTANDING WORK TO BE COMPLETED SUBSEQUENT TO DELIVERY OF THE VEHICLE

1. N/A
2. N/A
3. N/A
4. N/A
5. N/A
6. N/A
7. Nothing else promised or implied

Note: the above promised work is the only work to be performed free of charge. Any additional work will be charged for in accordance with the type of warranty issued at time of sale, and will be cash on delivery. No loan cars are available. If required, all necessary work must be done in our shop or by an authorized Tesla service representative, and Buyer must make an advance appointment with the service department before the above work can be performed.

Name of Buyer or Buyer's Agent taking Delivery (please print): City Of Fremont

Signed: \_\_\_\_\_

On behalf of: \_\_\_\_\_ [Buyer Name/s]

Date: \_\_\_\_\_

Delivery Experience Specialist Signature: \_\_\_\_\_

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20180998-02**

Delivery must be made within  
doors of specified destination.

**BILL TO**

**CITY OF FREMONT**  
ACCOUNTS PAYABLE  
PO BOX 5006  
FREMONT, CA 94537-5006  
510-494-4620  
FAX: 510-494-4621

**VENDOR**

TESLA MOTORS INC  
45500 FREMONT BLVD  
FREMONT CA 94538

**SHIP TO**

POLICE DEPARTMENT  
CITY OF FREMONT  
2000 STEVENSON BLVD  
FREMONT CA 94538

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				18001325			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
10/17/2017	54249				POLICE DEPARTMENT		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	2014 TESLA MODEL S 85 2014 TESLA MODEL S85 <b>61021000 - 7500</b>			1.0	EACH	\$55,800.000	\$55,800.00
2	CHANGE ORDER NO. 1 TO INCREASE PURCHASE ORDER FOR DMV PROCESSING FOR PLATES, REGISTRATION AND EXEMPT LICENSE. ***NET INCREASE: \$517.00 ***NEW PURCHASE ORDER TOTAL: \$61,478.50 <b>61021000 - 7500</b>			1.0	EACH	\$517.000	\$517.00
	2014 TESLA MODEL S85 PER PRO-FORMA INVOICE#F051633 DATED 10/16/2017 .. CITY ID#21837 .. CITY CONTACT: LEESA WISEMAN 510-790-6993 POLICE DEPARTMENT  ***** GL SUMMARY *****						
	<b>610-00-0000-000000-0000-0406-00000000-04-7500-</b>						<b>61,478.50</b>

CHANGE ORDER

By   
Purchasing Services Manager

**VENDOR COPY**

Total Ext. Price	\$56,317.00
Total Sales Tax	\$5,161.50
<b>PO Total</b>	<b>\$61,478.50</b>

# CITY OF FREMONT STANDARD TERMS AND CONDITIONS

**1. Purchase Order.** This Purchase Order ("PO")/Contract is issued by the City of Fremont ("City") to the Contractor, subject to the following Standard Terms and Conditions unless otherwise noted on the face of the PO. This PO consists of the face of the PO, the Standard Terms and Conditions and any other documents referenced in or attached to this PO. Any of the following shall constitute Contractor's unqualified acceptance of this PO: Contractor's acknowledgment of this PO; commencement of performance, or acceptance of any payment, This PO is valid only as written. Contractor's different, or additional terms and conditions are objected to and excluded from this PO unless accepted in writing by City.

**2. Time for Performance.** Time is of the essence in the performance of this PO. Contractor shall perform the work ("Work") within the time specified herein, to the satisfaction of the City. If the Work cannot be performed at or within the specified time, Contractor shall promptly notify City of the earliest possible date for performance. If Contractor fails to perform the Work at or within the time specified, City may terminate all or any part of this PO.

**3. Payment.** City shall pay Contractor not more than the Contract Amount specified in this PO. The Contract Amount includes all costs including all labor, materials, equipment, tools, utilities, transportation, taxes and services. Invoices shall be remitted to the City of Fremont Accounts Payable Department, P.O. Box 5006, Fremont, CA 94537. City shall make payment to Contractor within 30 days of receipt of a correct, itemized invoice. Payment of invoices shall not constitute acceptance of the Work and invoices shall be subject to adjustment for defects in quality or failure to meet the requirements of this PO.

**4. Extra or Additional Work.** Contractor shall perform no extra or additional work or alter or deviate from the Work unless agreed in writing by the City. Extra or additional work to which City has not agreed in advance in writing will not be compensated

**5. Warranty.** Contractor warrants that all Work shall be performed in a professional and workman like manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this PO. Contractor further warrants that all materials, goods and equipment used in the Work shall be new, fit for the particular purpose intended and free from defects, liens and claims. Unless otherwise specified in this PO, the warranties set forth in this section shall be in effect for a period of ninety days from the date of the City's acceptance of the Work as complete.

**6. Inspection.** City may inspect the Work. Contractor shall at City's option either refund the amount paid for the Work or, at no cost to City, promptly repair, replace or correct any material or Work that is defective or not in compliance with the above warranties. Payment may be withheld until corrective action is completed and the Work is accepted.

**7. Damage.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of the Work, Contractor shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and promptly submit to the City a written report in a form acceptable to the City. Contractor shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property. City may decline to approve and may withhold payment in whole or in part as may be necessary to protect City from loss because of defective work not remedied or other damage to the City. When the grounds described above are removed, payment shall be made.

**8. Change Orders.** City may amend or modify this PO at any time by issuance of a written change order. If any change causes an increase or decrease in the cost of or time required to perform the Work, Contractor shall notify City within ten (10) days of the receipt of the change order to obtain an equitable adjustment. If no response is received within ten (10) days, Contractor shall be deemed to have accepted the change without any price or schedule adjustment. Pending any adjustment, Contractor shall proceed in accordance with the change order,

**9. Risk of Loss.** Contractor assumes all risk of loss or damage to all Work in progress, materials and other items related to this PO until the same are accepted by City.

**10. Independent Contractor/Subcontractors.** Contractor and its employees, agents and subcontractors shall at all times be considered independent contractors and not an agent or employee of City. Contractor shall not subcontract any portion of the Work unless approved in advance in writing by the City.

**11. Business License.** The Contractor shall apply for and pay for a business license, in accordance with Fremont Municipal Code title V, chapter J, section 5-1 100, et seq.

**12. Record Keeping.** Contractor shall maintain records relating to performance and billing under this PO for a period of four years after final payment in accordance with generally accepted accounting principles and state law. During that period Contractor shall provide copies of its records upon request by the City.

**13. Compliance with Law.** Contractor shall comply with all applicable legal requirements including all federal, state and local laws. Contractor shall obtain and maintain all necessary permits and licenses for the performance of the Work.

**14. Indemnification.** Contractor shall indemnify, hold harmless and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

**15. Insurance.** When required by the City's Risk Manager. Contractor shall provide: (1) Satisfactory proof of general liability insurance, automobile liability, worker's compensation and any other required insurance; and (2) Required endorsements (including naming City as an additional insured)

**16. Termination.** The City Manager or designee may terminate all or any part of this PO without cause by giving fifteen (15) days' prior written notice to Contractor. If Contractor fails to perform any of its material obligations under this PO, in addition to all other remedies provided by law, the City Manager or designee may terminate this PO immediately upon written notice of termination. Upon receipt of any notice of termination, Contractor shall immediately discontinue performance. If the termination is for convenience, City shall pay Contractor for services satisfactorily performed up to the effective date of termination not to exceed the Contract Amount. If the termination is for cause, City may deduct from such payment. The amount of actual damage, if any, sustained by City due to Contractor's failure to perform.

**17. Notices.** All notices shall be in writing and delivered to the addresses specified in this PO. Communications shall be deemed to be effective upon actual receipt, or three working days following the deposit in the United States Mail of registered or certified mail.

**18. Miscellaneous.** The PO is not assignable without the prior written consent of the City. This PO sets forth the entire understanding of the parties and may be modified only through written agreement of both parties. If any provision of this PO is held to be invalid or unenforceable, the remaining provisions shall be valid and binding. Waiver of a breach or default under this PO shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision. The interpretation, validity, and enforcement of this PO shall be governed by the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this PO shall be filed and heard in a court of competent jurisdiction in the County of Alameda. In the event any legal action is commenced with respect to this PO, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.



Finance Department  
P.O. Box 5006  
Fremont, CA 94537-5006



This Check has a BLUE Background and a WHITE border and a Hologram

Bank of America  
Community Development Bank  
90-418  
1211

85311

Check  
Date  
12/21/2017

VOID 180 DAYS FROM DATE OF ISSUE

Pay Sixty One Thousand Four Hundred Seventy Eight Dollars and 50 cents \*\*\*\*\*

\$61,478.50

To The  
Order Of

TESLA MOTORS INC  
45500 FREMONT BLVD  
FREMONT, CA 94538

*Fred Diaz*  
City Manager

MP

*[Signature]*  
Finance Director

MP

⑈085311⑈ ⑆121141822⑆ 73136⑈01134⑈