the date of this Agreement and terms or phrases of similar import shall be deemed to refer to April 25, 2022, unless the

Acquisition Sub contained herein or in any document delivered pursuant hereto and (c) waive compliance with any agreement or condition by Parent or

contemplated by this Agreement, (ii) the Termination Fee is not a penalty, but is liquidated damages, in a reasonable amount that will compensate Parent and

be subject to an aggregate amount for monetary damages (including any payment of the Parent Termination Fee) in excess of an aggregate amount equal to

applicable obligations under

Representatives to, at Parent's sole expense, provide any reasonable cooperation reasonably requested by Parent in writing in connection with (i) the

Financing) and (v) otherwise keep the Company reasonably informed on a current basis of the status of its efforts to arrange and finalize the Financing (or

faith that it will be able to obtain all or any portion of the Financing contemplated by the Financing Commitments, (iv) promptly provide and respond to any

amount sufficient to consummate the transactions contemplated by this Agreement (or replace any unavailable portion of the Debt Financing). In the event

party reasonable time to comment on such disclosure in advance of its issuance, or is consistent with prior communications previously consented to by the

Company, of (a) any notice or other communication received by such party from any Governmental Authority in connection with this Agreement, the

Parent shall or shall cause the Surviving Corporation to: (i) indemnify and hold harmless each D&O Indemnified Party against and from any costs or

shall cause the Surviving Corporation to) indemnify, defend and hold harmless, and advance expenses to D&O Indemnified Parties with respect to all acts or

stockholders vote against the adoption of this Agreement and the approval of the transactions contemplated by this Agreement, including the Merger, or

from the date of this Agreement until the earlier of the Effective Time or the date, if any, on which this Agreement is terminated pursuant to

giving effect to the Merger and subject to the restrictions in subpart (xx) of this paragraph).

Agreement as promptly as practicable. Further, the Equity Investor, Parent and Acquisition Sub will take such actions as are necessary in order to ensure that
individual, have caused this Agreement to be executed as of the date first written above in their individual capacity or by their respective officers thereunto

should have been or be made, whether in law or in equity, whether in contract or in tort or otherwise; and

OF ANY SERVICES THEREUNDER;

thereof);

thereunder in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is

proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Source in any way

commitment letter or other applicable definitive document relating to the Debt Financing;

Federal courts, the United States District Court for the Southern District of New York sitting in New York County (and appellate courts thereof) and each

into in connection therewith or any of the transactions contemplated hereby or thereby or the performance of any services thereunder shall be subject to the

agreement. Delivery of an executed signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually signed

or the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request

cause the Equity Financing to be funded, on the one hand, and payment of the Parent Termination Fee or other monetary damages, remedy or award, on the other

and (iii) the Company has confirmed that, if specific performance or other equity remedy is granted and the Equity Financing and Debt Financing are

Agreement shall not be required to show proof of actual damages or provide any bond or other security in connection with any such order or injunction.

has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any party seeking

State of Delaware.

provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the

Related Parties (with respect to

violation of this

binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns. Any attempted assignment in

provision is invalid, void, illegal, unenforceable or against its regulatory policy, the parties hereto shall negotiate in good faith to modify this Agreement so

acknowledgments and agreements set forth therein.

"dollars" or "$" refer to currency of the U.S. Nothing contained in

Subsidiaries, taken as a whole. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or

context requires otherwise. When used in reference to the Company or its Subsidiaries, the term "material" shall be measured against the Company and its

ACTIONS AND EVENTS;

Section

9.12

9.6

The United Kingdom

Japan

Japan

The European Commission (but not any member states)

The federal government of the United States

The State of Delaware

(including the variance of the U.S. Securities Act, otherwise known as the U.S. Securities Exchange Act of 1934, as amended from time to time, including, but

the following definitions and rules of interpretation shall apply in connection with the interpretation and enforcement of this Agreement as well as the other

RELATIONSHIP;

9.13

7.1(b)

8.3

in addition to, and not in place of, any other rights or remedies available to a party in law or equity.

22

5.19

72

71

88

99

in each case subject to and without limiting the generality of any other applicable difference in law or the prevailing practice in the place of execution of this

may be deemed to be required once the Parent determines it will make a voluntary filing in that

or the transactions contemplated hereby or thereby or the performance of any services thereunder.

is hereby agreed and acknowledged, by each of Parent, Acquisition Sub, the Company and, solely with respect to the Specific Provisions, the undersigned

or the transactions contemplated hereby or thereby or the performance of any services thereunder shall be subject to the

Committees and only as specifically, in each case, the purchase price is determined by the Parent Determination Committee; and

1. Notwithstanding Section 5.19, the Parent, the Company and the Acquisition Sub shall, in their sole discretion, be entitled to terminate this Agreement in

IN WITNESS WHEREOF, each of Parent, Acquisition Sub, the Company and, solely with respect to the Specific Provisions, the undersigned

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

By:

ELON R. MUSK

X HOLDINGS II, INC.

Name: Bret Taylor

Title: President, Secretary and Treasurer

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

[Signature Page to Agreement and Plan of Merger]

By:

X HOLDINGS I, INC.

Name: Elon R. Musk

Title: President, Secretary and Treasurer

[Signature Page to Agreement and Plan of Merger]

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By:

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