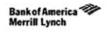


### ADMINISTRATIVE DETAILS REPLY FORM - (US DOLLAR ONLY) CONFIDENTIAL

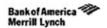
Borrower or Deal Name     E-mail this document with you     E-mail address of recipient:	ir commitment letter to:			
Markit Entity Identifier (M Fund Manager Name (if a Legal Address from Tax I Country	MEI) # pplicable) Document of Lender of Re	9837		
City	State/Province		2.11.12.1	
3. Domestic Funding Address:		4. Eurodollar Funding Address:		
Street Address		Street Address		
Suite/ Mail Code	C+-+-	Suite/ Mail Code	Ct-t-	
City	State	Postal Code	State	
Postal Code	Country	Postal Code	Country	
		act(s). The Credit Contacts identified nce procedures and applicable laws, in		
First Name				
Middle Name				
Last Name				
Title				
Street Address				
Suite/Mail Code				
City				
State				
Postal Code				
Country				
Office Telephone #				
Office Facsimile #				
Work E-Mail Address				
IntraLinks/SyndTrak				
E-Mail Address				
Secondary Credit Contact:				
First Name				
Middle Name				
Last Name				
Title				
Street Address				
Suite/Mail Code				
City				
State				
Postal Code				
Country				
Office Telephone #				
Office Facsimile #				
Work E-Mail Address				
IntraLinks/SyndTrak				

1 05.2011



# ADMINISTRATIVE DETAILS REPLY FORM - (US DOLLAR ONLY)

E-Mail Address	CONTIDENTIAL
Primary Operations Contact:	Secondary Operations Contact:
First MI Last	First MI Last
Title	
Street Address	Street Address
Suite/ Mail Code	Suite/ Mail Code
CityState _	CityState
Postal Code Count	
Telephone Facsimile	Telephone Facsimile
	E-Mail Address
IntraLinks/SyndTrak E-Mail	IntraLinks/SyndTrak E-Mail
Address	Address
Does Secondary Opera Letter of Credit Contact:	ations Contact need copy of notices?  YES NO  Draft Documentation Contact or Legal Counsel:
First MI Last	
Title	
Street Address	Street Address
Suite/ Mail Code	Suite/ Mail Code
City State _	CityState
Postal Code Count	ry Postal Code Country
Telephone Facsimile	Telephone Facsimile
E-Mail Address	
6. Lender's Fed Wire Payment Instruction Pay to: Bank Name ABA #	ons:
City	State
Account #	(# * 7 * G \$2 %
Account Name	
Attention	
<ol> <li>Lender's Standby Letter of Credit, Co Instructions (if applicable):</li> <li>Pay to:</li> </ol>	mmercial Letter of Credit, and Bankers' Acceptance Fed Wire Payment
City	State
Account #	11 (3) (2) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1
Account Name	
Attention	11 20 20 10 10 10 10 10 10 10 10 10 10 10 10 10
	Vire Payment Instructions in Section 6 be used? YES NO



# ADMINISTRATIVE DETAILS REPLY FORM - (US DOLLAR ONLY)

	CONFIDENTIAL
8.	Lender's Organizational Structure and Tax Status Please refer to the enclosed withholding tax instructions below and then complete this section accordingly:
Le	nder Taxpayer Identification Number (TIN):
Ta	x Withholding Form Delivered to Bank of America (check applicable one):
	W-9 W-8BEN W-8ECI W-8EXP W-8IMY
Fir Tit Str	x Contact: st MI Last le cet Address itc/ Mail Code
Cit	yState
Po	stal Code Country
Te	lephone Facsimile
	Mail Address
NO 1. If y ow you Eff	ON—U.S. LENDER INSTITUTIONS  Corporations: your institution is incorporated outside of the United States for U.S. federal income tax purposes, and is the beneficial mer of the interest and other income it receives, you must complete one of the following three tax forms, as applicable to ur institution: a.) Form W-8BEN (Certificate of Foreign Status of Beneficial Owner), b.) Form W-8ECI (Income fectively Connected to a U.S. Trade or Business), or c.) Form W-8EXP (Certificate of Foreign Government or overnmental Agency).
Fo	U.S. taxpayer identification number is required for any institution submitting a Form W-8 ECI. It is also required on m W-8BEN for certain institutions claiming the benefits of a tax treaty with the U.S. Please refer to the instructions when

completing the form applicable to your institution. In addition, please be advised that U.S. tax regulations do not permit the acceptance of faxed forms. An original tax form must be submitted.

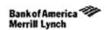
### 2. Flow-Through Entities

If your institution is organized outside the U.S., and is classified for U.S. federal income tax purposes as either a Partnership, Trust, Qualified or Non-Qualified Intermediary, or other non-U.S. flow-through entity, an original Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. branches for United States Tax Withholding) must be completed by the intermediary together with a withholding statement. Flow-through entities other than Qualified Intermediaries are required to include tax forms for each of the underlying beneficial owners.

Please refer to the instructions when completing this form. In addition, please be advised that U.S. tax regulations do not permit the acceptance of faxed forms. Original tax form(s) must be submitted.

If your institution is incorporated or organized within the United States, you must complete and return Form W-9 (Request for Taxpayer Identification Number and Certification). Please be advised that we require an original form W-9.

Pursuant to the language contained in the tax section of the Credit Agreement, the applicable tax form for your institution must be completed and returned on or prior to the date on which your institution becomes a lender under this Credit Agreement. Failure to provide the proper tax form when requested will subject your institution to U.S. tax withholding.



# ADMINISTRATIVE DETAILS REPLY FORM - (US DOLLAR ONLY) CONFIDENTIAL

\*Additional guidance and instructions as to where to submit this documentation can be found at this link:



### 9. Bank of America's Payment Instructions:

Pay to: Bank of America, N.A.

ABA # 026009593 New York, NY

Account # 001292000883 Attn: Corporate Credit Services Ref: SolarCity Corporation

#### EXHIBIT B

#### Form of

#### Assignment and Assumption

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the][each]<sup>2</sup> Assignor identified in item 1 below ([the][each, an] "Assignor") and [the][each]<sup>3</sup> Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]<sup>4</sup> hereunder are several and not joint.]<sup>5</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (a) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other Loan Documents in the amount[s] and equal to the percentage interest[s] identified below of all the outstanding rights and obligations under the respective facilities identified below (including, without limitation, the Letters of Credit and the Swingline Loans included in such facilities) and (b) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other Loan Documents or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (a) above (the rights and obligations sold and assigned by [the] [any] Assignor to [the][any] Assignee pursuant to clauses (a) and (b) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

l.	Assignor[s]:		

<sup>&</sup>lt;sup>2</sup> For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

<sup>&</sup>lt;sup>4</sup> Select as appropriate.

Include bracketed language if there are either multiple Assignors or multiple Assignees.

|--|

- 3. <u>Borrower</u>: SolarCity Corporation, a Delaware corporation
- 4. Administrative Agent: Bank of America, N.A., as the administrative agent under the Credit Agreement
- 5. <u>Credit Agreement</u>: Credit Agreement, dated as of September [ ], 2012 among the Borrower, the Guarantors, the Lenders and Bank of America, N.A., as Administrative Agent, L/C Issuer, and Swingline Lender
- 6. <u>Assigned Interest</u>:

			Aggregate	Amount of	Percentage	
			Amount of	Commitment/	Assigned of	
		Facility	Commitment/Loans	Loans	Commitment/	CUSIP
Assignor[s] <sup>6</sup>	Assignee[s] <sup>7</sup>	Assigned <sup>8</sup>	for all Lenders <sup>9</sup>	Assigned	Loans <sup>10</sup>	Number
			\$	\$	<del>%</del>	
			\$	\$	%	
			\$	\$	%	

[7. Trade Date: ]<sup>11</sup>

Effective Date: , 20 [TO BE INSERTED BY ADMINISTRATIVE A GENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

## [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

<sup>6</sup> List each Assignor, as appropriate.

List each Assignee, as appropriate.

Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g., "Revolving Commitment", etc.).

Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption	are hereby agreed to:
	ASSIGNOR [NAME OF ASSIGNOR]
	By: Name:
	Title:
	ASSIGNEE [NAME OF ASSIGNEE]
	By: Name:
	Title:
[Consented to and]12 Accepted:	
BANK OF AMERICA, N.A., as Administrative Agent	
By: Name:	
Title:	
[Consented to:] <sup>13</sup>	
By:	
Name:Title:	

To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

To be added only if the consent of the Borrower and/or other parties (e.g., Swingline Lender, L/C Issuer) is required by the terms of the Credit Agreement.

#### ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

### Standard Terms and Conditions for Assignment and Assumption

- 1. Representations and Warranties.
- 1.1. <u>Assignor.</u> [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.
- 1.2. Assignee. [The] [Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under the terms of the Credit Agreement (subject to such consents, if any, as may be required under the terms of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the other Loan Documents as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to the terms of the Credit Agreement, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.
- 2. <u>Payments</u>. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.
- 3. <u>General Provisions</u>. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and
- [\*\*\*] Confidential treatment has been requested for the bracketed portions. The confidential redacted portion has been omitted and filed separately with the Securities and Exchange Commission.

Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by fax transmission or other electronic mail transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

#### EXHIBIT C

# Form of Compliance Certificate

Financial Statement Date:	[	,	]	
---------------------------	---	---	---	--

TO: Bank of America, N.A., as Administrative Agent

RE: Credit Agreement, dated as of September [ ], 2012, by and among SolarCity Corporation, a Delaware corporation (the "Borrower"), the

Guarantors, the Lenders and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swingline Lender (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise

defined shall have the meanings set forth in the Credit Agreement)

DATE: [Date]

The undersigned Responsible Officer<sup>1</sup> hereby certifies as of the date hereof that [he/she] is the [ ] of the Borrower, and that, as such, [he/she] is authorized to execute and deliver this Compliance Certificate (this "Certificate") to the Administrative Agent on the behalf of the Borrower and the other Loan Parties, and that:

### [Use following paragraph 1 for fiscal year-end financial statements]

1. The Borrower has delivered (i) the year-end audited financial statements required by Section 6.01(a)(i) of the Credit Agreement for the fiscal year of the Borrower ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section and (ii) the consolidating balance sheet required by Section 6.01(a)(ii) of the Borrower and its Subsidiaries as at the end of such fiscal year and the related consolidating statements of income or operations, shareholders' equity and cash flows for such fiscal year. Such consolidating statements are fairly stated in all material respects when considered in relation to the Consolidated financial statements of the Borrower and its Subsidiaries.

# [Use following paragraph 1 for fiscal quarter-end financial statements]

- 1. The Borrower has delivered the unaudited financial statements required by Section 6.01(b) of the Credit Agreement for the fiscal quarter of the Borrower ended as of the above date. Such Consolidated financial statements fairly present the financial condition, results of operations, shareholders' equity and cash flows of the Borrower and its Subsidiaries in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes and such consolidating statements are fairly stated in all material respects when considered in relation to the Consolidated financial statements of the Borrower and its Subsidiaries.
- 2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under [his/her] supervision, a detailed review of the transactions and condition (financial or otherwise) of the Borrower and its Subsidiaries during the accounting period covered by such financial statements.

This Certificate should be from the chief executive officer, chief financial officer, treasurer or controller of the Borrower, as applicable.

<sup>[\*\*\*]</sup> Confidential treatment has been requested for the bracketed portions. The confidential redacted portion has been omitted and filed separately with the Securities and Exchange Commission.