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**EXHIBIT L-2**

**Form of  
U.S. Tax Compliance Certificate**

(For Foreign Participants That Are Not Partnerships  
For U.S. Federal Income Tax Purposes)

Reference is hereby made to the 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"). Pursuant to the provisions of Section 3.01 of the Credit Agreement, the undersigned hereby certifies that (a) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (b) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (c) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (d) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on a properly completed and executed original of IRS Form W-8BEN. By executing this IRS Form W-8BEN, the undersigned agrees that (a) if the information provided on this IRS Form W-8BEN changes, the undersigned shall so inform such Lender by providing a newly completed and executed original of IRS Form W-8BEN with the updated information no later than the date of the next interest payment on the Loan, and (b) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective IRS Form W-8BEN in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\*\*\* 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.

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**EXHIBIT L-3**

**Form of  
U.S. Tax Compliance Certificate**

(For Foreign Participants That Are Partnerships  
For U.S. Federal Income Tax Purposes)

Reference is hereby made to the 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"). Pursuant to the provisions of Section 3.01 of the Credit Agreement, the undersigned hereby certifies that (a) it is the sole record owner of the participation in respect of which it is providing this certificate, (b) its direct or indirect partners/members are the sole beneficial owners of such participation, (c) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (d) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (e) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a properly completed and executed original of IRS Form W-8IMY, a withholding statement as described in the regulations under section 1441 of the Code, and one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (a) a properly completed and executed original of IRS Form W-8BEN or (b) a properly completed and executed IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption (or if one of such partner's/member's beneficial owners is itself a partnership ("Upper-Tier Partnership"), then a properly completed and executed original of IRS Form W-8IMY from the Upper-Tier Partnership accompanied by a properly completed and executed original of IRS Form W-8BEN from each of the Upper-Tier Partnership's partners/members that is claiming the portfolio interest exemption, and so on). By executing this IRS Form W-8IMY, the undersigned agrees that (i) if the information provided on this IRS Form W-8IMY and accompanying documentation changes, the undersigned shall so inform such Lender by providing newly completed and executed originals of IRS Form W-8IMY or any of the accompanying documentation (as appropriate) with the updated information no later than the date of the next interest payment on the Loan and (ii) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective IRS Form W-8IMY and accompanying documentation in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\*\*\* 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.

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Title: \_\_\_\_\_

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

\*\*\* 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.

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**EXHIBIT L-4**

**Form of  
U.S. Tax Compliance Certificate**

(For Foreign Lenders That Are Partnerships  
For U.S. Federal Income Tax Purposes)

Reference is hereby made to the 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”). Pursuant to the provisions of Section 3.01 of the Credit Agreement, the undersigned hereby certifies that (a) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (b) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (c) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (d) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (e) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a properly completed and executed original of IRS Form W-8IMY, a withholding statement as described in the regulations under section 1441 of the Code, and one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (a) a properly completed and executed original of IRS Form W-8BEN or (b) a properly completed and executed original of IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption (or if one of such partner’s/member’s beneficial owners is itself a partnership (“Upper-Tier Partnership”), then a properly completed and executed original of IRS Form W-8IMY from the Upper-Tier Partnership accompanied by a properly completed and executed original of IRS Form W-8BEN from each of the Upper-Tier Partnership’s partners/members that is claiming the portfolio interest exemption, and so on). By executing this IRS Form W-8IMY, the undersigned agrees that (i) if the information provided on this IRS Form W-8IMY or the accompanying documentation changes, the undersigned shall so inform the Borrower and the Administrative Agent by providing newly completed and executed originals of IRS Form W-8IMY or any of the accompanying documentation (as appropriate) with the updated information no later than the date of the next interest payment on the Loan, and (ii) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective IRS Form W-8IMY and accompanying documentation in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

\*\*\* 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.

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_,

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**EXHIBIT M**  
**Form of**  
**Funding Indemnity Letter**

TO: Bank of America, N.A., as Administrative Agent  
Lenders to the Credit Agreement (as hereinafter defined)

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]

This letter is delivered in anticipation of the closing of the above-referenced Credit Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the most recent draft of the Credit Agreement circulated to the Borrower and the Lenders.

The Borrower anticipates that all conditions precedent to the effectiveness of the Credit Agreement will be satisfied on September [ ], 2012 (the "Effective Date"). The Borrower wishes to borrow the initial Revolving Loans, described in the Loan Notice delivered in connection with this letter agreement, on the Effective Date as Eurodollar Rate Loans (the "Effective Date Eurodollar Rate Loans").

The Borrower acknowledges that (a) in order to accommodate the foregoing request, the Lenders are making funding arrangements for value on the Effective Date, (b) there can be no assurance that the Credit Agreement will become effective as of the Effective Date, (c) the Lenders will not make such Effective Date Eurodollar Rate Loans unless the Credit Agreement has been fully executed and the requirements set forth in Article IV of the Credit Agreement are satisfied (the "Funding Requirements"), and (d) if the Funding Requirements are not satisfied on or before the Effective Date, the Lenders may sustain funding losses as a result of such failure to close on such date.

In order to induce the Lenders to make the funding arrangements necessary to make the Effective Date Eurodollar Rate Loans on the Effective Date, the Borrower agrees promptly upon demand to compensate each Lender and hold each Lender harmless from any loss, cost or expense (including the cost of counsel) which such Lender may incur (a) as a consequence of any failure to (i) satisfy the Funding Requirements or (ii) borrow the Effective Date Eurodollar Rate Loans on the Effective Date from such Lender for any reason whatsoever (including the failure of the Credit Agreement to become effective) or (b) in connection with the preparation, administration or enforcement of, or any dispute arising under, this Funding Indemnity Letter. For purposes of calculating amounts payable by the Borrower to any Lender under this paragraph, the provisions of Section 3.05 of the Credit Agreement shall apply as if the Credit Agreement were in effect with respect to the Effective Date Eurodollar Rate Loans (regardless of whether the Credit Agreement ever becomes effective).

This letter agreement 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 letter agreement by fax transmission or other electronic mail transmission (e.g., "pdf" or "tif") shall be effective

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as delivery of a manually executed counterpart of this letter agreement. This letter agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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SOLARCITY CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT N-1**

**Form of  
Bailee Agreement**

**BAILEE AGREEMENT**

**THIS BAILEE AGREEMENT** is entered into as of \_\_\_\_\_, among BANK OF AMERICA, N.A., in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), ("Custodian"), and SOLARCITY CORPORATION ("Borrower").

**WHEREAS**, Custodian has warehouse facilities at ("Warehouse"), in which it stores or handles inventory of Borrower ("Inventory") from time to time; and from time to time pursuant to that certain [*describe applicable agreement*], dated as of [ ], 2012 (the "Custodian Agreement"), between Custodian and Borrower;

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of September [ ], 2012 (the "Credit Agreement"), among Borrower, the guarantors from time to time party thereto, the lenders and other financial institutions from time to time party thereto (the "Lenders"), and the Administrative Agent, Administrative Agent and Lenders have agreed to provide advances and other financial accommodations to Borrower, and Administrative Agent and the Lenders are agreeable to providing such financing only if Custodian and Borrower agree upon the storage and handling of the Inventory as set forth herein; and

**WHEREAS**, as security for the payment and performance of the Obligations (as defined in the Credit Agreement), Borrower has granted a security interest in certain of the inventory that will be stored at the Warehouse (together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing, collectively, the "Administrative Agent Collateral");

**NOW, THEREFORE**, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Custodian is hereby notified that Administrative Agent has a security interest in the Administrative Agent Collateral. Custodian agrees not to claim any ownership of any Administrative Agent Collateral, agrees not to encumber, lease, transfer or otherwise dispose of any Administrative Agent Collateral except as permitted hereunder or otherwise instructed in writing by Administrative Agent, and agrees that it holds all Administrative Agent Collateral as agent for Administrative Agent for the purpose of perfecting Administrative Agent's security interest therein. Custodian hereby subordinates all of its present and future rights of levy, distraint, demand, lien, encumbrance or seizure with respect to such Administrative Agent Collateral, to Administrative Agent's security interest and rights in the Administrative Agent Collateral.
2. Custodian shall institute, supervise, control and maintain records and procedures in order to control the receipt, storage and delivery of the Administrative Agent Collateral. Custodian shall fully supervise, control and protect, the Administrative Agent Collateral and its records of same at the Warehouse and shall sufficiently label such Administrative Agent Collateral

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so as to be identifiable as being Administrative Agent Collateral.

3. Custodian shall allow Administrative Agent at its discretion, from time to time during normal business hours, to examine the Administrative Agent Collateral, to verify that all Administrative Agent Collateral has been properly accounted for and that Custodian and Borrower are in compliance with this Agreement, and to obtain copies of Custodian's records relating to the Administrative Agent Collateral and this Agreement. Custodian agrees to give Administrative Agent at least 20 days advance written notice of any change in address or location of the Warehouse.
4. [Custodian will be bonded at all times, which bond shall be issued by a company and on terms reasonably acceptable to Administrative Agent. Custodian will at all times keep the Administrative Agent Collateral insured for full value against all insurable risks, on terms acceptable to Administrative Agent. Custodian will notify Administrative Agent in writing at least 10 days before changing or canceling any such insurance.]
5. Custodian shall report to Administrative Agent immediately, or as soon as is reasonably possible, if any Inventory is missing, lost, damaged or destroyed, or if Custodian receives notice of any attachment, lien or other claim affecting the Administrative Agent Collateral [(other than any lien arising under or in connection with that certain Credit Agreement, dated as of March 8, 2012 ("Inventory Financing")), by and among SolarCity Corporation, as borrower, Bank of America, N.A., as administrative agent and the other lenders party thereto].
6. Custodian acknowledges and agrees that the Administrative Agent Collateral shall at all times be moveable personal property. From time to time, Administrative Agent may enter the Warehouse to enforce its rights in and to the Administrative Agent Collateral, and Custodian will not interfere with any such actions; provided that Administrative Agent is escorted by an employee or agent of Custodian at all times while in the Warehouse.
7. If Borrower is ever in material default under the Custodian Agreement, Custodian will promptly notify Administrative Agent in writing and provide at least 30 days thereafter for Administrative Agent to cure such default. If, as a result of any default by Borrower or otherwise, Custodian decides to terminate the Custodian Agreement, then Custodian shall so notify Administrative Agent in writing and Administrative Agent shall have 30 days after receipt of such notice to remove Administrative Agent Collateral from the Warehouse, prior to any exercise of rights by Custodian. Notwithstanding anything herein to the contrary, in no event shall Administrative Agent be responsible for any obligations of Borrower to Custodian under the Custodian Agreement or otherwise, unless Administrative Agent specifically agrees in writing to accept same.
8. Upon Administrative Agent's request, Custodian will promptly provide to Administrative Agent a copy of Borrower's monthly statement of charges.
9. Custodian agrees not to issues any warehouse receipts or other document of title relating to Administrative Agent Collateral.
10. This Agreement shall remain in full force and effect until all obligations of Borrower owing to Administrative Agent have been indefeasibly paid or performed in full, or until

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