

CONFIDENTIAL TREATMENT REQUESTED

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Execution Version

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CREDIT AGREEMENT

Dated as of September 10, 2012

among

SOLARCITY CORPORATION,
as the Borrower,

THE SUBSIDIARIES OF THE BORROWER PARTY HERETO,
as the Guarantors,

BANK OF AMERICA, N.A.,
as Administrative Agent, Swingline Lender and
L/C Issuer,

and

THE LENDERS PARTY HERETO

BANK OF AMERICA MERRILL LYNCH,
as Sole Lead Arranger and Sole Book Manager

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TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND ACCOUNTING TERMS	1
Section 1.01 Defined Terms	1
Section 1.02 Other Interpretive Provisions	32
Section 1.03 Accounting Terms	32
Section 1.04 Rounding	33
Section 1.05 Times of Day	33
Section 1.06 Letter of Credit Amounts	33
ARTICLE II COMMITMENTS AND CREDIT EXTENSIONS	33
Section 2.01 Loans	33
Section 2.02 Borrowings, Conversions and Continuations of Loans	34
Section 2.03 Letters of Credit	36
Section 2.04 Swingline Loans	43
Section 2.05 Prepayments	45
Section 2.06 Termination or Reduction of Commitments	46
Section 2.07 Repayment of Loans	47
Section 2.08 Interest and Default Rate	47
Section 2.09 Fees	48
Section 2.10 Computation of Interest and Fees; Retroactive Adjustments of Applicable Rate	48
Section 2.11 Evidence of Debt	49
Section 2.12 Payments Generally; Administrative Agent's Clawback	49
Section 2.13 Sharing of Payments by Lenders	51
Section 2.14 Cash Collateral	52
Section 2.15 Defaulting Lenders	53
Section 2.16 Increase in Facility	55
ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY	56
Section 3.01 Taxes	56
Section 3.02 Illegality	60
Section 3.03 Inability to Determine Rates	60
Section 3.04 Increased Costs; Reserves on Eurodollar Rate Loans	61
Section 3.05 Compensation for Losses	62
Section 3.06 Mitigation Obligations; Replacement of Lenders	63
Section 3.07 Survival	63
ARTICLE IV CONDITIONS PRECEDENT TO CREDIT EXTENSIONS	63
Section 4.01 Conditions of Initial Credit Extension	63
Section 4.02 Conditions to all Credit Extensions	66
ARTICLE V REPRESENTATIONS AND WARRANTIES	66
Section 5.01 Existence, Qualification and Power	66
Section 5.02 Authorization; No Contravention	67
Section 5.03 Governmental Authorization; Other Consents	67
Section 5.04 Binding Effect	67

*** 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.

Section 5.05	Financial Statements; No Material Adverse Effect	67
Section 5.06	Litigation	68
Section 5.07	No Default	68
Section 5.08	Ownership of Property	68
Section 5.09	Environmental Compliance	68
Section 5.10	Insurance	69
Section 5.11	Taxes	69
Section 5.12	ERISA Compliance	69
Section 5.13	Margin Regulations; Investment Company Act	70
Section 5.14	Disclosure	70
Section 5.15	Compliance with Laws	71
Section 5.16	Solvency	71
Section 5.17	Casualty, Etc.	71
Section 5.18	OFAC	71
Section 5.19	Authorized Officers	71
Section 5.20	Subsidiaries; Equity Interests; Loan Parties	71
Section 5.21	Collateral Representations	72
Section 5.22	Intellectual Property; Licenses, Etc.	74
Section 5.23	Labor Matters	74
Section 5.24	Available Take-Out	74
Section 5.25	Immaterial Subsidiaries	74
ARTICLE VI	AFFIRMATIVE COVENANTS	74
Section 6.01	Financial Statements	74
Section 6.02	Certificates; Other Information	75
Section 6.03	Notices	78
Section 6.04	Payment of Obligations	79
Section 6.05	Preservation of Existence, Etc.	79
Section 6.06	Maintenance of Properties	79
Section 6.07	Maintenance of Insurance	79
Section 6.08	Compliance with Laws	80
Section 6.09	Books and Records	80
Section 6.10	Inspection Rights	80
Section 6.11	Use of Proceeds	81
Section 6.12	Material Contracts	81
Section 6.13	Covenant to Guarantee Obligations	81
Section 6.14	Covenant to Give Security	81
Section 6.15	Further Assurances	83
Section 6.16	Compliance with Environmental Laws	83
Section 6.17	Alternative Servicer	83
Section 6.18	Post-Closing Deliverables	83
ARTICLE VII	NEGATIVE COVENANTS	84
Section 7.01	Liens	84
Section 7.02	Indebtedness	86
Section 7.03	Investments	87
Section 7.04	Fundamental Changes	88
Section 7.05	Dispositions	89
Section 7.06	Restricted Payments	89
Section 7.07	Change in Nature of Business	90

*** 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.

Section 7.08	Transactions with Affiliates	90
Section 7.09	Burdensome Agreements	90
Section 7.10	Use of Proceeds	90
Section 7.11	Financial Covenants	91
Section 7.12	Capital Expenditures	91
Section 7.13	Amendments of Organization Documents; Fiscal Year; Legal Name, State of Formation; Form of Entity and Accounting Changes	91
Section 7.14	Sale and Leaseback Transactions	92
Section 7.15	Host Customer Agreements	92
Section 7.16	General	92
ARTICLE VIII	EVENTS OF DEFAULT AND REMEDIES	92
Section 8.01	Events of Default	92
Section 8.02	Remedies upon Event of Default	94
Section 8.03	Application of Funds	95
ARTICLE IX	ADMINISTRATIVE AGENT	96
Section 9.01	Appointment and Authority	96
Section 9.02	Rights as a Lender	97
Section 9.03	Exculpatory Provisions	97
Section 9.04	Reliance by Administrative Agent	98
Section 9.05	Delegation of Duties	98
Section 9.06	Resignation of Administrative Agent	99
Section 9.07	Non-Reliance on Administrative Agent and Other Lenders	100
Section 9.08	No Other Duties, Etc.	100
Section 9.09	Administrative Agent May File Proofs of Claim; Credit Bidding	100
Section 9.10	Collateral and Guaranty Matters	102
Section 9.11	Secured Cash Management Agreements and Secured Hedge Agreements	102
ARTICLE X	CONTINUING GUARANTY	103
Section 10.01	Guaranty	103
Section 10.02	Rights of Lenders	103
Section 10.03	Certain Waivers	104
Section 10.04	Obligations Independent	104
Section 10.05	Subrogation	104
Section 10.06	Termination; Reinstatement	104
Section 10.07	Stay of Acceleration	105
Section 10.08	Condition of Borrower	105
Section 10.09	Appointment of Borrower	105
Section 10.10	Right of Contribution	105
ARTICLE XI	MISCELLANEOUS	105
Section 11.01	Amendments, Etc.	105
Section 11.02	Notices; Effectiveness; Electronic Communications	107
Section 11.03	No Waiver; Cumulative Remedies; Enforcement	109
Section 11.04	Expenses; Indemnity; Damage Waiver	110
Section 11.05	Payments Set Aside	111
Section 11.06	Successors and Assigns	112
Section 11.07	Treatment of Certain Information; Confidentiality	116
Section 11.08	Right of Setoff	117

*** 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.

Section 11.09	Interest Rate Limitation	117
Section 11.10	Counterparts; Integration; Effectiveness	118
Section 11.11	Survival of Representations and Warranties	118
Section 11.12	Severability	118
Section 11.13	Replacement of Lenders	118
Section 11.14	Governing Law; Jurisdiction; Etc.	119
Section 11.15	Waiver of Jury Trial	120
Section 11.16	Subordination	120
Section 11.17	No Advisory or Fiduciary Responsibility	121
Section 11.18	Electronic Execution of Assignments and Certain Other Documents	121
Section 11.19	USA PATRIOT Act Notice	122
Section 11.20	Time of the Essence	122
Section 11.21	Intercreditor Agreement	122

*** 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.

BORROWER PREPARED SCHEDULES

Schedule 1.01(c)	Authorized Officers
Schedule 5.10	Insurance
Schedule 5.12	Pension Plans
Schedule 5.20(a)	Subsidiaries, Partnerships and Other Equity Investments
Schedule 5.20(b)	Loan Parties
Schedule 5.21(b)	Intellectual Property
Schedule 5.21(c)	Documents, Instrument, and Tangible Chattel Paper
Schedule 5.21(d)(i)	Deposit Accounts & Securities Accounts
Schedule 5.21(d)(ii)	Electronic Chattel Paper & Letter-of-Credit Rights
Schedule 5.21(e)	Commercial Tort Claims
Schedule 5.21(f)	Pledged Equity Interests
Schedule 5.21(g)(i)	Mortgaged Properties
Schedule 5.21(g)(ii)	Other Properties
Schedule 5.21(h)	Material Contracts
Schedule 7.01	Existing Liens
Schedule 7.02	Existing Indebtedness
Schedule 7.03	Existing Investments

ADMINISTRATIVE AGENT PREPARED SCHEDULES

Schedule 1.01(a)	Certain Addresses for Notices
Schedule 1.01(b)	Initial Commitments and Applicable Percentages
Schedule 1.01(e)	Mortgaged Property Support Documentation

EXHIBITS

Exhibit A	Form of Administrative Questionnaire
Exhibit B	Form of Assignment and Assumption
Exhibit C	Form of Compliance Certificate
Exhibit D	Form of Joinder Agreement
Exhibit E	Form of Loan Notice
Exhibit F	Form of Permitted Acquisition Certificate
Exhibit G	Form of Revolving Note
Exhibit H	Form of Secured Party Designation Notice
Exhibit I	Form of Solvency Certificate
Exhibit J	Form of Swingline Loan Notice
Exhibit K	Form of Officer's Certificate
Exhibit L	Forms of U.S. Tax Compliance Certificates
Exhibit M	Form of Funding Indemnity Letter
Exhibit N-1	Form of Bailee Agreement
Exhibit N-2	Form of Landlord Waiver
Exhibit O	Form of Financial Condition Certificate
Exhibit P	Form of Authorization to Share Insurance Information
Exhibit Q	Form of Borrowing Base Certificate
Exhibit R	Form of Back-Log Spreadsheet
Exhibit S	Form of Take-Out Spreadsheet

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CREDIT AGREEMENT

This **CREDIT AGREEMENT** is entered into as of September 10, 2012, among SOLARCITY CORPORATION, a Delaware corporation (the “Borrower”), the Guarantors (defined herein), the Lenders (defined herein), and BANK OF AMERICA, N.A., as Administrative Agent, Swingline Lender and L/C Issuer.

PRELIMINARY STATEMENTS:

WHEREAS, the Loan Parties (as hereinafter defined) have requested that the Lenders, the Swingline Lender and the L/C Issuer make loans and other financial accommodations to the Loan Parties in an aggregate amount of up to \$100,000,000.

WHEREAS, the Lenders, the Swingline Lender and the L/C Issuer have agreed to make such loans and other financial accommodations to the Loan Parties on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Defined Terms.

As used in this Agreement, the following terms shall have the respective meanings set forth below:

“Activity Basis” means recognizing all past, current and future revenue, expenses and associated income from a project at the time (i) with respect to photovoltaic projects, a project passes any and all city inspections required in such project’s jurisdiction and (ii) with respect to projects that are not solar photovoltaic projects, a project is complete.

“Acquisition” means the acquisition, whether through a single transaction or a series of related transactions, of (a) a controlling equity interest or other controlling ownership interest in another Person (including the purchase of an option, warrant or convertible or similar type security to acquire such a controlling interest at the time it becomes exercisable by the holder thereof), whether by purchase of such equity or other ownership interest or upon the exercise of an option or warrant for, or conversion of securities into, such equity or other ownership interest, or (b) assets of another Person which constitute all or substantially all of the assets of such Person or of a division, line of business or other business unit of such Person.

“Administrative Agent” means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

“Administrative Agent’s Office” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 1.01(a), or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

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“Administrative Questionnaire” means an Administrative Questionnaire in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Aggregate Commitments” means the Commitments of all the Lenders.

“Agreement” means this Credit Agreement.

“Applicable Percentage” means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Facility represented by such Lender’s Commitment at such time, subject to adjustment as provided in Section 2.15. If the Commitment of all of the Lenders to make Revolving Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, or if the Commitments have expired, then the Applicable Percentage of each Lender in respect of the Facility shall be determined based on the Applicable Percentage of such Lender in respect of the Facility most recently in effect, giving effect to any subsequent assignments. The Applicable Percentage of each Lender in respect of the Facility is set forth opposite the name of such Lender on Schedule 1.01(b) or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Applicable Rate” means, for (a) Revolving Loans that are Base Rate Loans, 2.875%, (b) Revolving Loans that are Eurodollar Rate Loans, 3.875%, (c) the Letter of Credit Fee, 3.875%, and (d) the Commitment Fee, 0.375%.

“Applicable Revolving Percentage” means with respect to any Lender at any time, such Lender’s Applicable Percentage in respect of the Facility at such time.

“Appraisal” means the appraisal acquired by the Borrower every six months which (i) is from a nationally recognized third-party appraiser that (A) is qualified to appraise independent electric generating businesses, and (B) has been engaged in the appraisal or business valuation and consulting business for no fewer than five years, (ii) (A) is approved by the applicable Tax Equity Investor and (B) shows the fair market value of new residential and commercial photovoltaic systems in each of the States of the United States of America in which Projects are being Tranched, in each case expressed in terms of dollars per watt of installed capacity.

“Appropriate Lender” means, at any time, (a) with respect to the Facility, a Lender that has a Commitment or holds a Revolving Loan at such time, (b) with respect to the Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.03, the Lenders and (c) with respect to the Swingline Sublimit, (i) the Swingline Lender and (ii) if any Swingline Loans are outstanding pursuant to Section 2.04(a), the Lenders.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arranger” means Merrill Lynch, Pierce, Fenner & Smith Incorporated, in its capacity as sole lead arranger and sole book manager.

“ARRTA” means the American Recovery and Reinvestment Tax Act of 2009, Pub. L. No. 111-5, as amended.

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“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit B or any other form (including electronic documentation generated by MarkitClear or other electronic platform) approved by the Administrative Agent.

“Attributable Indebtedness” means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease.

“Audited Financial Statements” means the audited Consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2011, and the related Consolidated statements of income or operations, shareholders’ equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto.

“Availability Period” means in respect of the Facility, the period from and including the Closing Date to the earliest of (i) the Maturity Date for the Facility, (ii) the date of termination of the Commitments pursuant to Section 2.06, and (iii) the date of termination of the Commitment of each Lender to make Revolving Loans and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

“Available Take-Out” means, as of a given date of determination, the aggregate of each Tax Equity Investor’s Tax Equity Commitment less all amounts advanced by such Tax Equity Investors under such Tax Equity Commitment, as set forth in the Take-Out Spreadsheet.

“Backlever Financing” means Indebtedness for borrowed money incurred by an Excluded Subsidiary where (i) such Indebtedness is made pursuant to an accounts receivable financing, a factoring facility or other similar financing; (ii) such Indebtedness is incurred only with respect to Projects that have been Trunched; (iii) Borrower does not guaranty the payment of debt service for such Indebtedness; and (iv) the Person providing the financing for such Indebtedness maintains no interest in, right or title to any Available Take-Out.

“Back-Log Spreadsheet” means a spreadsheet for residential, commercial and military Projects, substantially in the form attached hereto as Exhibit R, providing for the status and amount of Project Back-Log.

“Bank of America” means Bank of America, N.A. and its successors.

“Base Rate” means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 0.50%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its “prime rate,” and (c) the Eurodollar Rate plus 1.00%. The “prime rate” is a rate set by Bank of America based upon various factors including Bank of America’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

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