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AZ CORP COMMISSION  
DOCKET CONTROL

Attorneys for Applicant SolarCity Corporation

**BEFORE THE ARIZONA CORPORATION COMMISSION**

KRISTIN K. MAYES CHAIRMAN	SANDRA D. KENNEDY COMMISSIONER	PAUL NEWMAN COMMISSIONER
GARY PIERCE COMMISSIONER	BOB STUMP COMMISSIONER	

IN THE MATTER OF THE )  
 APPLICATION OF SOLARCITY )  
 FOR A DETERMINATION THAT )  
 WHEN IT PROVIDES SOLAR )  
 SERVICE TO ARIZONA SCHOOLS, )  
 GOVERNMENTS, AND NON- )  
 PROFIT ENTITIES IT IS NOT )  
 ACTING AS A PUBLIC SERVICE )  
 CORPORATION PURSUANT TO )  
 ART. 15, SECTION 2 OF THE )  
 ARIZONA CONSTITUTION )

**DOCKET NO. E-20690A-09-0346**

**NOTICE OF FILING  
AMENDED EXHIBIT**

Arizona Corporation Commission

**DOCKETED**

AUG - 5 2009

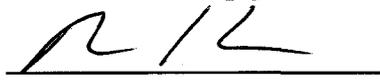
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Applicant, SolarCity, by and through its undersigned counsel, hereby submits the attached executed Addendums to the Solar Services Agreements between Applicant and the Scottsdale Unified School District that are the subject of the Application. These Addendums modify the Solar Services Agreement attached to the Application as Exhibit B and the Solar Services Agreement that the Applicant filed as a supplemental exhibit on July 16, 2009. These Addendums are intended to clarify the ownership of any Renewable Energy Credits (REC) and the Applicant will incorporate this provision into all future agreements with schools, non-profits and governmental entities.

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**RESPECTFULLY SUBMITTED** this 5<sup>th</sup> day of August, 2009.

**Rose Law Group pc**



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Scottsdale, Arizona 85250  
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Fax: 480.505.3925  
Attorneys for Applicant SolarCity Corp.**



First Amendment to Solar Services Agreement

<b>Purchaser:</b>		<b>Seller:</b>	
Name and Address	Scottsdale Unified School District #48 Desert Mountain High School 12575 East Via Linda Scottsdale, AZ 85259 Attention: David Peterson	Name and Address	SolarCity Corporation 393 Vintage Park Drive, Suite 140 Foster City, CA 94404 Attention: Lease/License Administrator
Phone	(480) 484-6139	Phone	(650) 638-1028
Fax	(480) 484-6294	Fax	(650) 638-1029
E-mail	djpeterson@susd.org	E-mail	contractadministrator@solarcity.com
Purchaser (check one)	<input checked="" type="checkbox"/> owns the Facility <input type="checkbox"/> leases the Facility		

The Solar Services Agreement dated June 25, 2009, between Purchaser and Seller is hereby amended, effective when executed by the parties below, as follows:

(1) Paragraph 3 of Exhibit 1, is hereby deleted in its entirety and is hereby amended and replaced with the following:

- 3. Notwithstanding anything to the contrary in the Solar Services Agreement (including, without limitation, Sections 5, 6(a), and 16(a) of the General Terms and Conditions), the Environmental Incentives and Environmental Attributes (but not the Tax Credits) accrue to Purchaser. Purchaser has, in turn, assigned payment of the Environmental Incentives to Seller.

If a conflict or inconsistency arises between the provisions of this First Amendment and the Solar Services Agreement, the provisions of this First Amendment shall prevail.

SOLARCITY CORPORATION

By: [Signature]  
Title: VP, GC & Secretary  
Date: 31 July 09

SCOTTSDALE UNIFIED SCHOOL DISTRICT

By: DAVID PETERSON  
Signature: [Signature]  
Date: 31 JUL 09



First Amendment to Solar Services Agreement

Purchaser:		Seller:	
Name and Address	Scottsdale Unified School District Coronado High School 2501 North 74 <sup>th</sup> Street Scottsdale, AZ 85257 Attention: David Peterson	Name and Address	SolarCity Corporation 393 Vintage Park Drive, Suite 140 Foster City, CA 94404 Attention: Lease/License Administrator
Phone	(480) 484-6139	Phone	(650) 638-1028
Fax	(480) 484-6294	Fax	(650) 638-1029
E-mail	djpeterson@susd.org	E-mail	contractadministrator@solarcity.com
Purchaser (check one)	<input checked="" type="checkbox"/> owns the Facility <input type="checkbox"/> leases the Facility		

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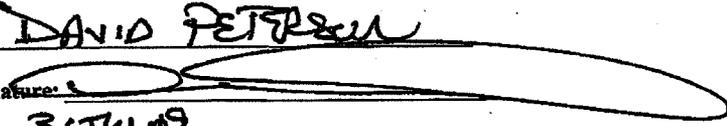
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