
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM ABS-15G

**ASSET-BACKED SECURITIZER
REPORT PURSUANT TO SECTION 15G OF
THE SECURITIES EXCHANGE ACT OF 1934**

Check the appropriate box to indicate the filing obligation to which this form is intended to satisfy:

Rule 15Ga-1 under the Exchange Act (17 CFR 240.15Ga-1) for the reporting period _____ to

Date of Report (Date of earliest event reported) _____

Commission File Number of securitizer: _____

Central Index Key Number of securitizer: _____

**Name and telephone number, including area code, of the person to
contact in connection with this filing**

Indicate by check mark whether the securitizer has no activity to report for the initial period pursuant to Rule 15Ga-1(c)(1)

Indicate by check mark whether the securitizer has no activity to report for the quarterly period pursuant to Rule 15Ga-1(c)(2)(i)

Indicate by check mark whether the securitizer has no activity to report for the annual period pursuant to Rule 15Ga-1(c)(2)(ii)

Rule 15Ga-2 under the Exchange Act (17 CFR 240.15Ga-2)

Central Index Key Number of depositor: 0001469367

Sunrun Xanadu Issuer 2019-1, LLC

(Exact name of issuing entity as specified in its charter)

Central Index Key Number of issuing entity (if applicable): 0001772214

Central Index Key Number of underwriter (if applicable): Not applicable

Jeanna Steele, (415) 982-9000

**Name and telephone number, including area code, of the person to
contact in connection with this filing**

INFORMATION TO BE INCLUDED IN THE REPORT

FINDINGS AND CONCLUSIONS OF THIRD-PARTY DUE DILIGENCE REPORTS

Item 2.01 Findings and Conclusions of a Third Party Due Diligence Report Obtained by the Issuer

Attached as Exhibit 99.1 hereto is an agreed-upon procedures report dated April 30, 2019 obtained by Sunrun Inc., which report sets forth the findings and conclusions, as applicable, of KPMG LLP with respect to certain agreed upon procedures performed by KPMG LLP.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the reporting entity has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Sunrun Xanadu Depositor 2019-1, LLC (Depositor)

By: Sunrun Xanadu Investor 2019-1, LLC
Its: Sole Member

By: Sunrun Xanadu Holdco 2019-1, LLC
Its: Sole Member

By: Sunrun Inc.
Its: Sole Member

Date May 21, 2019

/s/ Jeanna Steele

Name: Jeanna Steele
Title: General Counsel

EXHIBIT INDEX

Exhibit Number	Description
Exhibit 99.1	Report of Independent Accounts on Applying Agreed-Upon Procedures, dated April 30, 2019



KPMG LLP
 1676 International Drive
 McLean, VA 22102

Independent Accountants' Report on Applying Agreed-Upon Procedures

Sunrun Inc. (the "Company")
 Credit Suisse Securities (USA) LLC
 (together, the "Specified Parties")

Re: Sunrun Xanadu Issuer 2019-1, LLC – Data File Procedures

We have performed the procedures described below, which were agreed to by the Specified Parties, on the specified attributes identified by the Company in an electronic data file entitled "Sunrun Xanadu 2019-1 Data Tape (2019.02.20).xlsx" (the "Data File"), provided by the Company on February 20, 2019, containing certain information related to a pool of 14,379 solar assets (the "Solar Assets") as of December 31, 2018 (the "Cut-off Date"), which we were informed are intended to be included as collateral in the offering of Sunrun Xanadu Issuer 2019-1, LLC, Solar Asset Backed Notes, Series 2019-1. The Company is responsible for the specified attributes identified by the Company in the Data File. The sufficiency of these procedures is solely the responsibility of the Specified Parties. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Unless otherwise noted, the following definitions have been adopted in presenting our procedures and findings:

- The term "compared" means compared to the information shown and found it to be in agreement, unless otherwise stated. Such compared information was deemed to be in agreement if differences were within the materiality threshold.
- The term "recomputed" means recalculated and compared the result to the information shown and found it to be in agreement, unless otherwise stated. Such recomputed information was deemed to be in agreement if differences were within the materiality threshold.
- The term "materiality threshold" means that dollar amounts and percentages were within \$1.00 and 0.1%, respectively, unless otherwise stated.
- The term "Solar Asset Contract" means the solar power purchase agreement, solar lease agreement, and/or change order documentation thereto.
- The term "Initial Asset Schedule" means an electronic file entitled "Sunrun Xanadu2019-1 Data Tape (2019.01.31).xlsx," provided by the Company on January 31, 2019, containing the Contract ID's for 13,696 of the Solar Assets.
- The term "Supplemental Asset Schedule" means an electronic data file entitled "Sunrun Xanadu2019-1 Data Tape (2019.02.15) - XXXXXX Only.xlsx," provided by the Company on February 15, 2019, containing the Contract ID's for 683 of the Solar Assets. ¹
- The term "FICO Schedule" means extracts of the FICO score associated with each Selected Asset (defined below) from the Company's Servicing System Screenshots, provided by the Company via electronic mail on February 11, 2019, and electronic data files entitled "XXXXXXX-1 Credit Data.xlsx" and "XXXXXXX-2 Data Tape 2.7.19.xlsx" on February 19, 2019. ¹

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.



- The term “XXXXXX Asset Schedule” means monthly payment information for all Selected Assets located in XXXXXX contained in two electronic data files, provided by the Company on February 20, 2019, entitled “XXXXXX Sampled Contracts.xlsx” and “2018.09.13 Sunrun Credit and Scheduled Payments.xlsx.”¹
- The term “ACH Schedule” means billing type information for each Selected Asset from Company’s Servicing System Screenshots, provided by the Company via electronic mail on February 11, 2019, and in an electronic data file entitled “2019.01.31 Sunrun – SZ – Aging Report with Product Line.xlsx” on February 19, 2019.
- The term “Installer Schedule” means an electronic data file containing solar panel installer information for each Selected Asset, provided by the Company on February 19, 2019, entitled “XXXXXX External ID Reference Guide (All Portfolios).xlsx.”¹
- The term “ID Mapping File” means an electronic data file containing a schedule of certain identification numbers for Solar Assets in the Supplemental Asset Schedule, provided by the Company on February 20, 2019, entitled “XXXXXX-2 External ID Map.xlsx.”¹
- The term “Source Documents” means the following information provided by the Company for each of the Selected Assets:
 - Solar Asset Contract
 - Initial Asset Schedule
 - Supplemental Asset Schedule
 - FICO Schedule
 - ACH Schedule
 - Permission To Operate (“PTO”) Notification (“PTO Notification”)
 - Servicing System Screenshots
 - Engineering, Procurement and Construction Agreement (“EPC Agreement”)
 - Installment Plan

¹ Certain information within the names of these files has been redacted due to confidentiality.



- Installer Schedule
- Performance Based Incentive Contract (“PBI Contract”)
- XXXXXX Asset Schedule ¹

A. We were instructed by the Company to randomly select 275 Solar Assets from the Data File (the “Selected Assets”) using the following criteria:

- (i) Select 245 Solar Assets from the Initial Asset Schedule.
- (ii) Select 30 Solar Assets from the Supplemental Asset Schedule.

A listing of the Selected Assets is attached hereto as Exhibit A. For purposes of identification in Exhibit A, we were instructed to display the related Contract ID from the ID Mapping File for the Solar Assets selected from the Supplemental Asset Schedule. For purposes of this procedure, the Company did not inform us as to the basis for how they determined the number of Solar Assets we were instructed to randomly select from the Data File.

B. For each Selected Asset, we compared or recomputed the attributes listed below in the Data File to or using the corresponding information appearing in the Source Documents. The Specified Parties indicated that the absence of any of the specified Source Documents or the inability to agree the indicated information from the Data File to the Source Documents, utilizing methodologies and instructions provided by the Company (as applicable), for each of the specified attributes indicated below, constituted an exception. The Source Documents are listed in the order of priority until such attribute was agreed.

<u>Attribute</u>	<u>Source Documents/Methodologies/Instructions</u>
Contract ID	Servicing System Screenshots
State of Contract	Solar Asset Contract, EPC Agreement
Product Type	Solar Asset Contract
Zip Code	Solar Asset Contract, EPC Agreement

¹ Certain information within the names of these files has been redacted due to confidentiality.



Attribute

Source Documents/Methodologies/Instructions

In-Service Date (PTO Date)

PTO Notification

For purposes of this procedure, the Company instructed us to consider the PTO Date to be in agreement if it was within 5 days after the date on the PTO Notification.

System Size (kW)

EPC Agreement, Installment Plan

Electrical Utility

PTO Notification, Solar Asset Contract

Original Term (months)

Solar Asset Contract

Yr 1 Monthly Payment

Solar Asset Contract, XXXXXX Asset Schedule ¹

FICO Score

FICO Schedule

Contract Type

Solar Asset Contract

Customer Upfront Payment (\$)

Solar Asset Contract

First Payment Due Date

Recompute as In-Service Date (PTO Date) plus 2 months.

For purposes of this procedure, the Company instructed us to consider the First Payment Due Date to be in agreement if it was within 5 days of the date on the PTO Notification plus 2 months.

Last Payment Due Date

Recompute as First Payment Due Date plus Original Term.

For purposes of this procedure, the Company instructed us to consider the Last Payment Due Date to be in agreement if it was within 5 days of the date on the PTO Notification, plus two months, plus Original Term.

Payment Frequency

Solar Asset Contract

of Months Since PTO (Seasoning)

Recompute as the difference between PTO Date and the Cut-off Date in months.

Remaining Term of Contract (months)

Recompute as the difference between Original Term and # of Months Since PTO (Seasoning).

¹ Certain information within the names of these files has been redacted due to confidentiality.



Attribute

Source Documents/Methodologies/Instructions

Price per kWh

Solar Asset Contract

In the event the Contract Type was listed as “Balanced,” we were instructed by the Company to recompute as the product of Yr 1 Monthly Payment multiplied by 12, divided by the Contracted Annual Production (kWh).

For purposes of this procedure, the Company instructed us to consider the Price per kWh to be in agreement if it was within \$0.01.

For Select Asset Numbers 209 and 213, the Company instructed us that the Price per kWh is stated on a post-tax basis on the Solar Asset Contract, but recorded in the Data File on a pre-tax basis. When recomputing the Price per kWh for these Select Asset Numbers, the Company instructed us to use the Yr 1 Monthly Payment multiplied by 12 minus the annual tax payment, divided by the Contracted Annual Production (kWh).

Monthly Payment / Price per kWh Escalator (%)

Solar Asset Contract

Contracted Annual Production (kWh)

Solar Asset Contract

For purposes of this procedure, the Company instructed us to consider the Contracted Annual Production (kWh) to be in agreement if it was within 3.5%.

Stepdown Product Flag (Y/N)

Servicing System Screenshots

Monthly Payment After Stepdown(\$)

Servicing System Screenshots

We were instructed by the Company to only perform this procedure if the Stepdown Product Flag was “Y.”

Total Guaranteed Production (kWh)

Solar Asset Contract

For purposes of this procedure, the Company instructed us to consider the Total Guaranteed Production (kWh) to be in agreement if it was within 3.5%.

Contracted Generation Guaranteed (%)

Solar Asset Contract

Performance Guarantee (PeGu) Method

Solar Asset Contract

ACH Payment (Y/N)

ACH Schedule

Installer

EPC Agreement, Installment Plan, Installer Schedule



<u>Attribute</u>	<u>Source Documents/Methodologies/Instructions</u>
Solar Panel Manufacturer	EPC Agreement, Installment Plan
Inverter Manufacturer	EPC Agreement, Installment Plan
Battery Manufacturer	EPC Agreement, Installment Plan
Performance Based Incentive (PBI) Rate	PBI Contract For purposes of this procedure, the Company instructed us to consider the PBI Rate to be in agreement if it was within \$0.01.
Performance Based Incentive (PBI) Term	PBI Contract
Sunrun Originated Asset (Y/N)	Solar Asset Contract

We found the information listed in the Data File to be in agreement with the corresponding information in the respective Source Documents, except as listed in Exhibit B attached hereto.

There were no conclusions that resulted from the procedures.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the specified attributes identified by the Company in the Data File. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The procedures performed were applied based on the information indicated in the Data File, Source Documents, and instructions and methodologies provided by the Company, without verification or evaluation of such information, instructions, and methodologies by us; therefore, we express no opinion or any other form of assurance regarding (i) the physical existence of the Solar Assets, (ii) the reasonableness of the information and instructions provided by the Company (iii) the reliability or accuracy of the Source Documents which were used in our procedures, or (iv) matters of legal interpretation.

The procedures performed were not intended to address, nor did they address: (i) the conformity of the origination of the Solar Assets to stated underwriting or credit extension guidelines, standards, criteria, or other requirements, (ii) the value of collateral securing any such Solar Asset being securitized, (iii) the compliance of the originator of the Solar Asset with federal, state, and local laws and regulations, or (iv) any other factor or characteristic of the Solar Assets that would be material to the likelihood that the issuer of the asset-backed security will pay interest and principal in accordance with applicable terms and conditions. The procedures performed were not intended to satisfy any criteria for due diligence published by a nationally recognized statistical rating organization (“NRSRO”).

The terms of our engagement are such that we have no obligation to update this report because of events and transactions that may subsequently occur.



This report is intended solely for the information and use of the Specified Parties. It is not intended to be and should not be used by any other person or entity, including investors and NRSROs, who are not identified in the report as Specified Parties but who may have access to this report as required by law or regulation.

/s/ KPMG LLP

McLean, VA
April 30, 2019

**Exhibit A
The Selected Assets**

Selected Asset Number	Contract ID	Selected Asset Number	Contract ID	Selected Asset Number	Contract ID	Selected Asset Number	Contract ID
1	10538	31	9895	61	1658509480	91	4382
2	15726	32	3904	62	44225	92	2049144417
3	13843	33	37463	63	6632	93	38534
4	39541	34	1963412858	64	3893	94	13921
5	1083758709	35	9752	65	25852	95	1143266927
6	11197	36	12634	66	25612	96	15755
7	11966	37	13664	67	38666	97	39566
8	34299	38	6642	68	4191	98	7290
9	1793792681	39	26611	69	15044	99	9735
10	43657	40	25170	70	45647	100	1412930025
11	2033338918	41	3686	71	89	101	1180830439
12	8779	42	42313	72	3553	102	40923
13	32882	43	24958	73	15850	103	38932
14	28028	44	3076	74	39899	104	23836
15	37131	45	32503	75	30138	105	10515
16	2663	46	3962	76	3634	106	24027
17	1494744427	47	39248	77	4715	107	30175
18	2113590837	48	24952	78	1129851612	108	38334
19	12569	49	12385	79	43784	109	40619
20	41275	50	39119	80	35107	110	3265
21	1628012100	51	42229	81	1363120854	111	40506
22	34719	52	36661	82	179	112	42639
23	13446	53	1103756417	83	42473	113	38917
24	42987	54	1976252713	84	41876	114	9551
25	47187	55	13416	85	25587	115	1046585945
26	9199	56	9061	86	3451	116	30904
27	11972	57	33386	87	40718	117	10760
28	29387	58	33396	88	1513847879	118	4103
29	38694	59	40364	89	39325	119	33693
30	15456	60	8671	90	27875	120	10395

Exhibit A
The Selected Assets

<u>Selected Asset Number</u>	<u>Contract ID</u>	<u>Selected Asset Number</u>	<u>Contract ID</u>	<u>Selected Asset Number</u>	<u>Contract ID</u>	<u>Selected Asset Number</u>	<u>Contract ID</u>
121	30307	151	8676	181	3651	211	12397
122	37626	152	22008	182	34628	212	28387
123	1940386610	153	1337425590	183	16225	213	1282580231
124	44497	154	2966	184	32166	214	43043
125	34175	155	1300996174	185	45212	215	31037
126	2978	156	1855832544	186	33289	216	20840
127	30355	157	42528	187	14720	217	22816
128	1101814810	158	1539403084	188	12856	218	44174
129	3152	159	1999009085	189	45115	219	13156
130	41473	160	45158	190	10444	220	29692
131	2399	161	1920624313	191	42731	221	26504
132	97	162	10609	192	13088	222	1886698411
133	29394	163	2122031294	193	9872	223	3487
134	41699	164	4069	194	41482	224	31556
135	40106	165	14759	195	10792	225	36003
136	42819	166	8856	196	31274	226	38628
137	11837	167	8989	197	3797	227	4911
138	37378	168	13785	198	41129	228	4399
139	12048	169	11915	199	12295	229	12999
140	41862	170	34469	200	31859	230	13745
141	40640	171	1907705390	201	1241546204	231	39528
142	24091	172	1563035589	202	1564151768	232	8469
143	25192	173	3244	203	1793675112	233	4758
144	36633	174	42933	204	8499	234	39229
145	36567	175	27159	205	1623293449	235	39930
146	1439217431	176	39554	206	45522	236	4042
147	1312493031	177	1785070016	207	31740	237	5004
148	31643	178	1236930528	208	32926	238	41268
149	4757	179	29727	209	1225025757	239	45364
150	12700	180	4944	210	12647	240	45624

Exhibit A
The Selected Assets

<u>Selected Asset Number</u>	<u>Contract ID</u>	<u>Selected Asset Number</u>	<u>Contract ID</u>
241	33252	271	1733805561
242	25500	272	1154205667
243	40662	273	1550476546
244	27344	274	1968106362
245	25362	275	1341919224
246	1766148583		
247	1507417158		
248	1261579553		
249	1417311053		
250	1423582786		
251	1212175737		
252	1113058380		
253	1381115247		
254	1288885737		
255	1046772163		
256	2096420757		
257	1879569449		
258	1526912372		
259	1918673782		
260	1238561947		
261	1552541301		
262	1986023171		
263	2104287933		
264	1890165603		
265	1095467105		
266	2098188201		
267	1321033662		
268	2094275999		
269	1165456884		
270	1382613400		

**Exhibit B
Exceptions List**

<u>Selected Asset Number</u>	<u>Contract ID</u>	<u>Attribute</u>	<u>Per Data File</u>	<u>Per Source Document</u>
21 A	1628012100	PBI Rate (\$)	0.039	Unavailable
21 A	1628012100	PBI Term	6	Unavailable
28 B	29387	Solar Panel Manufacturer	Trina	LG
30 B	15456	Contracted Generation Guaranteed (%)	95	100
71 A	89	In-Service Date (PTO Date)	7/11/2008	Unavailable
71 A	89	First Payment Due Date	9/11/2008	Unavailable
71 A	89	Last Payment Due Date	9/11/2026	Unavailable
71 A	89	# of Months Since PTO (seasoning)	126	Unavailable
71 A	89	Remaining Term of Contract (months)	90	Unavailable
71 A	89	Electrical Utility	SCE	Unavailable
77 B	4715	Customer Upfront Payment (\$)	0	250
94 B	13921	PeGu Method	2	3
110 B	3265	Inverter Manufacturer	SMA	SunPower
114 B	9551	Price per kWh (\$)	0.24	0.25
165 B	14759	Contracted Generation Guaranteed (%)	95	100
165 B	14759	Contract Type	Generation	Balanced
165 B	14759	Yr 1 Monthly Payment (\$)	Generation	143
167 B	8989	Yr 1 Monthly Payment (\$)	Generation	127
167 B	8989	Contract Type	Generation	Balanced
168 B	13785	PeGu Method	2	3
181 B	3651	Yr 1 Monthly Payment (\$)	Generation	114
181 B	3651	Contract Type	Generation	Balanced
183 B	16225	Yr 1 Monthly Payment (\$)	Generation	75
183 B	16225	Contract Type	Generation	Balanced
183 D	16225	PeGu Method	2	NA
183 D	16225	Total Guaranteed Production (kWh)	105,790	100,500
200 B	31859	Total Guaranteed Production (kWh)	134,530	12,7804
219 B	13156	PeGu Method	2	3
222 C	1886698411	Price per kWh (\$)	0.18	0.19
227 B	4911	Installer	Real Goods	Akeena Solar

Exhibit B
Exceptions List

Selected Asset Number	Contract ID	Attribute	Per Data File	Per Source Document
227 B	4911	Price per kWh (\$)	0.16	0.18
229 B	12999	PeGu Method	2	3
233 B	4758	In-Service Date (PTO Date)	10/1/2010	10/5/2010
238 B	41268	System Size (kW)	5.82	5.76
246 B	1766148583	Installer	Sungrade Solar	Quick Systems
267 A	1321033662	In-Service Date (PTO Date)	4/3/2012	Unavailable
267 A	1321033662	First Payment Due Date	6/3/2012	Unavailable
267 A	1321033662	Last Payment Due Date	6/3/2032	Unavailable
267 A	1321033662	# of Months Since PTO (seasoning)	81	Unavailable
267 A	1321033662	Remaining Term of Contract (months)	159	Unavailable
251 B	1212175737	Total Guaranteed Production (kWh)	257,270	272,398

- A KPMG was unable to perform the procedure for this attribute for the Selected Asset as the Source Document(s) were not available.
- B KPMG was informed by the Company that the Company researched the differences identified for this attribute for the Selected Asset and confirmed that manual errors were made during data entry.
- C KPMG was informed by the Company that the Selected Asset was originated by a third-party and the attribute data contained in the Data File was provided by the third-party.
- D KPMG was informed by the Company that the Company researched the differences identified for this attribute for the Selected Asset and confirmed that the Source Document was generated incorrectly.