



JULY 2, 2018

HON. KATHLEEN H. BURGESS
SECRETARY TO THE COMMISSION
NEW YORK STATE PUBLIC SERVICE COMMISSION
AGENCY BUILDING 3
ALBANY, NY 12223-1350

DEAR SECRETARY BURGESS,

This letter accompanies SunShare LLC's Community Distributed Generation (CDG) DER Registration Form and associated documents including the following;

- Copy and proof of acceptance of our registration with the NYS Department of State
- A sample sales agreement, and corresponding sample bill for a residential customer
- A list of entities, including contractors and sub-contractors, that market on behalf of our company
- NYS DPS Office of Consumer Services Service Provider Form

SunShare is an experienced community solar developer and customer manager, currently active in Colorado and Minnesota. SunShare has been in business since 2011, and is one of the leading community solar companies in the nation. We have acquired more than 8,500 residential community solar subscribers, and manage the subscriber billing and customer experience, from acquisition through the entire lifecycle, of more than 4,500 active community solar subscribers. We look forward to expanding into the New York community distributed generation market.

SunShare does not yet have any active projects in New York State, and we have therefore attached a sample sales agreement and bill that correspond to an existing program in Minnesota, for your reference. We will provide an updated sales contract specific to New York as soon as it has been. In addition, SunShare has not yet begun marketing in New York, and therefore copies of any promotional materials will be provided once they are prepared. Finally, as SunShare does not yet have any active customers in New York, the CDG Standard Customer Disclosure Statement Forms are not yet included but again will be provided once they are finalized based on New York-specific sales contracts and marketing materials. We





are happy to discuss any of this or provide further detail should you need them.

Thank you for your time,

SINCERELY,

MELINA FLEMING
VP, MARKETING & OPERATIONS

MFLEMING@MYSUNSHARE.COM
M. [720.628.1111](tel:720.628.1111)
O. [720.379.1364](tel:720.379.1364)
MYSUNSHARE.COM





DISTRIBUTED ENERGY RESOURCE SUPPLIER (DERS) REGISTRATION FORM

Pursuant to the Public Service Commission's October 19, 2017 Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers in Case 15-M-0180 and to the Uniform Business Practices for DER Suppliers (UBP-DERS) adopted in that order, CDG Providers¹ and On-Site Mass Market DG Providers² are required to submit this form. Subsidiaries and partners, including contractors, subcontractors, special purpose entities, and tax equity investors, are not required to submit this form as long as a registered CDG Provider is part of and responsible for ensuring compliance with respect to each project.

FILL OUT AND SUBMIT THIS FORM IN MATTER 17-02273: IN THE MATTER OF REGISTRATION FOR DER SUPPLIERS³ (Attach additional sheets as necessary)

1. Business Information

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

¹ Defined as "an entity that is acting or planning to act as a CDG Sponsor for one or more CDG projects, or that is otherwise engaged in soliciting customers, members, or subscribers for a CDG project or CDG projects, through its own employees or agents, on its own behalf. A CDG Sponsor is the entity that organizes, owns, and/or operates a CDG project."

² Defined as "an entity that is engaged in soliciting mass market customers for a project or service that involves the installation of distributed generation equipment, such as solar panels, on the property of those mass market customers, through its own employees or contractors, on its own behalf rather than as a contractor."

³ Instructions on registering and filing are available at

<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/4BDF59B70BABA01585257687006F3A57?OpenDocument>

If you intend to market your services under a DBA, provide a copy of your certificate of assumed name and list the name(s) here: _____

Type of Provider

CDG Provider _____ Mass Market On-Site DG Provider _____ Both _____

Energy Source: (i.e. solar, wind, etc.) _____

Provide the contact information for any affiliates conducting energy-related business (including subsidiaries and parent corporations) within New York State or elsewhere.

Business Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

Provide the contact information for any parent company or other corporate entity with an ownership interest of 10 percent or more of the registrant:

Business Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

During the previous 24 months, have any criminal or regulatory sanctions been imposed on the registrant, any senior officer of the registrant, any corporate entity with corporate entity with an ownership interest of 10 percent or any energy affiliates listed above?

Yes _____

No _____

If yes, identify the entities or individuals subject to sanctions and provide a detailed explanation of the sanctions:

Disclose any decisions or pending escalated regulatory actions in other states that affect the registrant's ability to operate in that state, such as suspension, revocation, or limitation of operating authority:

List and describe any current formal investigations involving the registrant being conducted by law enforcement or regulatory entities:

List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 24 months:

List and describe of any security breaches associated with customer proprietary information in the last 24 months that involved the registrant, including a thorough description of the actions taken in response to any such instances:

2. Contact Information

Executive Contact (Owner, CEO, or Executive responsible for New York service)

Name and Title:_____

Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax:_____

Email Address:_____

Regulatory Contact (Individual(s) Responsible for Ensuring Compliance with Regulatory Requirements)

Name and Title:_____

Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax:_____

Email Address:_____

Marketing Contact (Individual(s) Responsible for Responding to Consumer Inquiries and Complaints)

Name and Title:_____

Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax:_____

Email Address:_____

3. **Additional Requirements**

(Required for New Registrants and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Department of State and a copy of your certificate of assumed name (if applicable);
- Sample sales agreements, including customer disclosure statement, and sample bills for each customer class for each material category of the CDG or On-Site Mass Market products or services that will be offered;
- Copies of information and promotional materials used for mass marketing purposes for each product offering;
- A list of entities, including contractors and sub-contractors, that market on behalf of your company;
- [NYS DPS Office of Consumer Services Service Provider Form.](#)

4. **Signature**

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this registration package, the answers and materials contained in this registration package are true and the registration package submitted is complete and accurate. A DER Supplier that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature: _____

Print Name: _____

David Amster-Olszewski

Title: CEO

Date: 6.29.18

Company Name: SunShare, LLC

CERTIFICATE OF AUTHORITY UNDER SEC. 805 OF THE LIMITED LIABILITY COMPANY LAW

ENTITY NAME: SUNSHARE, LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LLC)

COUNTY: ONON

FILED:11/10/2015 DURATION:***** CASH#:151110000539 FILM #:151110000510
DOS ID:4847613

FILER:

EXIST DATE

BRENDA YOUNG
1441 18TH STREET SUITE 400

11/10/2015

DENVER, CO 80202

ADDRESS FOR PROCESS:

THE LLC
ATTN LEGAL DEPARTMENT
DENVER, CO 80202

1441 STREET SUITE 400

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

FEES	300.00
FILING	250.00
TAX	0.00
CERT	25.00
COPIES	0.00
HANDLING	25.00

PAYMENTS	300.00
CASH	0.00
CHECK	0.00
CHARGE	300.00
DRAWDOWN	0.00
OPAL	0.00
REFUND	0.00

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through June 29, 2018.

Selected Entity Name: SUNSHARE, LLC

Selected Entity Status Information

Current Entity Name: SUNSHARE, LLC

DOS ID #: 4847613

Initial DOS Filing Date: NOVEMBER 10, 2015

County: ONONDAGA

Jurisdiction: COLORADO

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

SUNSHARE, LLC

ATTN LEGAL DEPARTMENT

1151 BANNOCK STREET

DENVER, COLORADO, 80204

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
NOV 10, 2015	Actual	SUNSHARE, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Residential (Monthly Payment) Community Solar Services Agreement

Company: SunShare, LLC 1151 Bannock Street Denver, CO 80204	Customer Name: _____ Mailing Address: _____ _____ Email Address: _____ _____
CUSTOMER'S SERVICE LOCATION(S) WITH XCEL ENERGY	
1. Service Address/Location: _____ <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> Street City County </div>	
2. Xcel Energy® Account Numbers: _____	
3. Additional Locations/Account Numbers are listed below. Yes <input type="checkbox"/> No <input type="checkbox"/> (if "yes", see attached)	
CUSTOMER'S TOTAL PRODUCTION CAPACITY	
<input checked="" type="checkbox"/> Up to _____% of historic annual energy use at the time of subscription (_____ kilowatts DC) <input type="checkbox"/> Up to _____ kilowatts DC (estimated at _____ kWhac in year 1)	
SUMMARY OF PAYMENT TERMS AND AMOUNTS	
Check those that apply: <input type="checkbox"/> Monthly after commencement of the Term (defined below) at the rate of \$_____ per kilowatt-hour or higher (subject to _____% annual increase for each year the Solar Garden (defined below) has been in commercial operation) <input checked="" type="checkbox"/> Monthly after commencement of the Term (defined below) at the rate of _____% fixed discount from the Xcel Energy S*RC residential bill credit rate in effect at the time SunShare's subscription charge is calculated each month <input type="checkbox"/> Reservation deposit of \$_____ paid (to be counted against initial monthly subscriber payments) <input type="checkbox"/> Down payment of \$_____	
Credit check approved (date): _____	
DESCRIPTION OF THE SOLAR GARDEN	
<input checked="" type="checkbox"/> The Solar Garden will be designated by us in the future. <input type="checkbox"/> The Solar Garden is the community solar garden described below: Garden Location: _____ County: _____ Initial nameplate capacity _____ kilowatts DC Garden name: _____	
OTHER IMPORTANT TERMS	
The pricing in this Agreement is valid for 30 days after _____. If you fail to sign this Agreement and return it to us within 30 days after such date, we reserve the right to reject it unless you agree to our then-current pricing.	

THIS IS NOT AN INVESTMENT CONTRACT OR SECURITY. WE ARE NOT A COOPERATIVE. YOU ARE NOT AN OWNER OF US OR THE SOLAR GARDEN.

See below for additional terms and conditions related to payment terms, lender conditions, subscription transfer, assignment, and other matters.

1. **Parties.** This is a Community Solar Services Agreement between SunShare, LLC, a Colorado limited liability company, (herein "Company") and you, the retail electric service customer of Northern States Power Company, a subsidiary of Xcel Energy (herein "Xcel Energy") identified on the cover page of this Agreement ("you"). For convenience, references to Company include the words "we", "us", and "our." References to you include the word "Customer." References to this Community Solar Services Agreement include the words "this Agreement."
2. **Effective Date; Term.** This Agreement is effective upon execution. The delivery term (i.e., the period during which you will receive Bill Credits (defined below)) of this Agreement will commence on the first day of the month that you receive Bill Credits from Xcel Energy toward your retail electric service bill after your Xcel Energy account number is validated in Xcel Energy's portal for the Solar Garden and will continue until the date that is 300 calendar months after the commercial operation date of the Solar Garden (the "Term"). Your receipt of Bill Credits on your retail electric service bill shall be deemed notice of the commencement of the Term. You acknowledge that the Term may be less than 300 calendar months if the Solar Garden achieved commercial operation prior to the activation of your subscription to the Solar Garden. You may begin receiving credits at any point after the effective date of this Agreement based on Solar Garden availability, and the rate applicable to your Monthly Subscriber Payment (defined below) will be based on the number of years the Solar Garden has been in commercial operation and the date of the activation of your subscription to the Solar Garden. For instance, if you are assigned into the Solar Garden 12 months after the commercial operation date of such Solar Garden, your term would be 288 months and your starting Monthly Subscriber Payment (as defined below) would be based on the amount associated with "Year 2 after COD" on **Attachment A, Solar Garden Price Schedule**. Our responsibility to facilitate the application of Bill Credits by Xcel Energy will terminate at the end of the Term.
3. **The Community Solar Garden.** As indicated on the cover page to this Agreement, the Community Solar Garden applicable to this Agreement ("Solar Garden") is either set forth on the cover page of this Agreement or will be designated by us in the future upon the allocation of your subscription hereunder to the Solar Garden. Minnesota Statute §216B.1641 allows you to own a portion of the solar energy produced from the Solar Garden(s) and attribute your share of solar energy to one or more of your metered premises.
4. **Customer's Production Capacity.** You are subscribed to the amount of production capacity (your "Production Capacity") shown in kilowatts on the cover page of this agreement. If your Production Capacity is based on percentage of historic annual energy use, we will set your Production Capacity at _____% of your historic annual electricity use (see Section 5, Customer Eligibility, directly below). We measure the amount of solar energy produced by your Production Capacity in kWh and refer to that energy in this Agreement as your "Solar Energy."
5. **Customer Eligibility.** We refer to the subscriber premises covered by this agreement as your subscriber "Location" or "Locations." You agree that the following statements that establish your eligibility to purchase this subscription are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:
 - A. The Xcel Energy service account number for each subscriber Location is accurate as stated on the cover page of this Agreement (and related attachments, if any), and the name of the customer of record is identical to your name as stated on same.
 - B. Your Location(s) are within Xcel Energy's Minnesota service territory and within or adjacent to a county listed above in Section 3, *The Community Solar Garden*.

In addition, you acknowledge that, to be eligible to enter this Agreement, you must first satisfy our credit requirements, which are subject to change and not contained in this Agreement.

We, our affiliates, successors, assigns, and/or Xcel Energy may use your utility usage data to confirm your subscribed Production Capacity is not more than forty percent (40%) of the nameplate capacity of any given Solar Garden(s) included under this Agreement, and is not expected to generate more than one-hundred-and-twenty percent (120%) of your historical annual electricity consumption as defined by Xcel Energy (your "Subscription Cap(s)") at the time of this Agreement.

6. **Bill Credits.** Xcel Energy is responsible for accepting deliveries of your Solar Energy, and for providing you with a Bill Credit in dollars for your Solar Energy on your retail electric service bill. The amount of your Bill Credit is based on a 25-year utility Bill Credit rate, as established and regulated by the Minnesota Public Utilities Commission ("MPUC") and as currently set forth in Xcel Energy's MN Rate Book at Section 9 (substantially similar to **Attachment E, Xcel/Customer Tariff**).
7. **Solar Renewable Energy Credits.** Our contract with Xcel Energy allows us to sell the Solar Renewable Energy Credits ("sRECs") associated with the Solar Garden(s) to Xcel Energy in exchange for a \$0.02/kWh increase to your Bill Credit (for solar gardens larger than 250 kilowatts). There may be additional, non-power related benefits associated with your Production

Capacity, such as environmental, tax, or future benefits. You agree that we or our designee is entitled to receive, hold, dispose of and exercise those benefits, and that you have no ownership interest in any sRECs or other such benefits. If we need you to sign any additional documents to evidence our agreement relating to your sRECs and any other benefits that may be associated with your Production Capacity or Solar Energy, you agree to do so at our request.

8. **Monthly Payments.** Unless otherwise set forth in this Agreement, the payment amount you owe us ("Monthly Subscriber Payment") during the Term is equal to the kWh of Solar Energy produced and delivered from the Solar Garden to Xcel Energy during a production month, multiplied by the price per kWh in effect during the year in which the production month occurs, as shown on the price list on Attachment A, Solar Garden Price Schedule. You will only be charged a Monthly Subscriber Payment for Bill Credits you receive. You agree to pay the full Monthly Payment within thirty (30) days after the date of our invoice. We prefer you make monthly payments through automated funds transfer and may charge a processing fee to cover the cost of accepting your payment by credit card, debit card, or check.
9. **Late Payments; Disputed Invoices.** If you pay us late, we will charge you interest on the unpaid balance at the rate of two percent (2%) per month, or at any lesser maximum rate permitted by law, until you have fully paid your past due balance.
If you dispute all or a portion of an invoice from us, or if any other claim or adjustment arises under this Agreement, you agree to pay the undisputed portion when due and provide us with notice of the amount in dispute. We will endeavor to mutually resolve the dispute within thirty (30) days of said notice as provided in Section 30, *Dispute Resolution*.
10. **Insurance.** We will insure the Solar Garden(s) during the Term of this Agreement in accordance with our contract with Xcel Energy and applicable law, regulations, and tariffs. (The 2015 Xcel Energy coverage requirement is \$2 million per occurrence.) You are not responsible for insuring any aspect of the Solar Garden.
11. **Information Disclosures.** You agree that we are authorized to provide specific and limited information related to your subscription or your participation in the Solar Garden(s) that may be required by Xcel Energy, the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. You agree to complete and execute any forms necessary to effect said authorization.
12. **Taxes.** Under Minnesota law, we may be required to pay a Solar Energy Production Tax on the solar energy produced by your Production Capacity in the Solar Garden(s). Your Subscriber Payment(s) support the payment of this tax and other Taxes currently applicable to the Solar Garden(s) for the life of the project. If a new or increased federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, or other taxes, regulatory fees, surcharges, or other similar charge (collectively, "New Tax") is imposed upon the Solar Garden(s), we reserve the right to assess you in proportion to your Monthly Subscriber Payments to cover the New Tax.
13. **Related Agreements.** In addition to the obligations set out in this Agreement, we also have obligations under the related agreements described in Sections 14 and 15, directly below.
14. **Solar*Rewards Community Agreement.** We will enter into an agreement with Xcel Energy substantially similar to Attachment F, Xcel/Developer Tariff, under which we and Xcel Energy will take the following actions in the implementation of the Solar Garden:
 - A. **Our Responsibilities.** We are responsible for operating and maintaining the Solar Garden(s) in good working order so that it produces solar energy; for notifying Xcel Energy within 30 calendar days after any planned or unplanned outages; for promptly repairing or replacing any damaged or destroyed equipment; for delivering and selling the solar energy and the associated sRECs to Xcel Energy; for providing Xcel Energy with current information that identifies you, your Production Capacity, and your Solar Energy; and for sending you a monthly invoice for your Solar Energy payable directly to us or our designee.
 - B. **Xcel Energy's Responsibilities.** Xcel Energy is responsible for accepting delivery of your Solar Energy and any related sRECs, and for providing bill-credit payments for your Solar Energy on your retail electric service bill (your "Bill Credit") according to the MPUC-approved Solar*Rewards Community Program tariff.
15. **Required Agency Agreements.** You agree to complete and execute Xcel Energy's Customer Consent Form ("Customer Consent Form") substantially similar to Attachment C, as necessary to authorize Xcel Energy to share relevant information with us about your electricity use. You also agree to complete and execute a Solar*Rewards Community Subscriber Agency Agreement and Consent Form ("Agency Agreement") substantially similar to Attachment D, as necessary to authorize us to act as your agent for purposes of carrying out this Agreement and enable us to process changes requested under Section 16, *Changes In Your Participation*. If, in order to effectuate any part of this Agreement, a new Customer Consent Form or Agency Agreement must be executed, you agree to execute said required agency agreement(s) without delay.
16. **Changes in Your Participation.** You may reallocate, transfer, or reduce your Production Capacity only under the following terms, which also govern early termination, subscriber balancing, and other changes in your participation.
 - A. **Substitution of New Premises.** If the proposed transfer meets our eligibility requirements, as determined at our sole discretion, upon written notice to us, you may substitute new premises of yours for any Location covered by this Agreement by providing us:
 - i. The name of the Xcel Energy customer of record, the account number, meter number(s), and the physical address

and county associated with the new premises, for the purpose of applying Bill Credits; and

- ii. The following documents, in form acceptable to us, fully completed, executed, and returned to us before we can approve the requested substitution of Locations:
 - a) updated Agency Agreements under Section 15, if required;
 - b) an amendment to this Agreement reflecting the new customer Location(s); and
 - c) any other agreements or documents reasonably requested by us or Xcel Energy.

B. Transfer of Production Capacity to Another Entity. If the proposed transfer meets our eligibility requirements, including our credit requirements, upon written notice to us, you may transfer or assign all or part of your Production Capacity to any person or entity who qualifies as an eligible subscriber in the Solar Garden(s) by providing us:

- i. The name of the proposed transferee and the physical address and county of the Location(s) to be assigned Production Capacity, along with other information reasonably required by us;
- ii. The following documents which you and the proposed transferee will need to fully complete, execute, and return to us so that we can process the proposed requested transfer:
 - a) a written assignment of your designated Production Capacity and Solar Energy to the proposed transferee;
 - b) updated Agency Agreements under Section 15, if required; and
 - c) any other agreements or documents reasonably requested by us or Xcel Energy.

If the proposed transferee does not meet our credit requirements but is otherwise an eligible subscriber, you can elect Early Termination (see below) and then transfer or assign all or part of the associated Production Capacity to your proposed transferee. You agree that in no event shall you transfer your Production Capacity for more than the exit prepayment you've made to us as of the date of the transfer.

C. Unexpected Contingencies. If you move outside Xcel Energy's service territory, experience death, or otherwise lose your ability to receive Bill Credits without first transferring your Production Capacity to an eligible transferee, we will cancel this Agreement within 60 days of written notice and release you and/or your beneficiaries from further obligation to make payments under this Agreement upon the earlier of the expiration of such 60-day period or the transfer of your capacity and rights to a new subscriber. You will not be assessed any early termination fees after such cancellation. You agree that, upon cancellation of the Agreement under the terms set forth herein, your Production Capacity and related subscriber Bill Credits, sRECs, and other non-energy benefits will automatically assign back to us, so that we may offer it to other potential subscribers. You agree to cooperate with us if necessary to preserve our right to said capacity and benefits.

D. Arbitrary Exit. This Agreement is structured to discourage arbitrary exit. Subscribers will preferably exit under provisions B or C above. That said, you may terminate this Agreement at any time during its Term by paying a termination fee ("Early Termination Fee"). Your actual Early Termination Fee will be calculated by us at the time of your exit under this provision, or upon your written request, by calculating the discounted value of your remaining payment obligations under this Agreement, minus the expected rate that Xcel Energy will pay us for unsubscribed energy under the Contract referenced at Section 14, *Solar*Rewards Community Agreement*. Upon your payment of the Early Termination Fee and effective assignment of your Production Capacity and the sRECs associated with your Production Capacity to us, we will terminate this Agreement and release you from further obligation.

E. Subscriber Wait List. If you desire to transfer or assign your Production Capacity in the Solar Garden and have not identified a transferee, we will use commercially reasonable efforts (upon your request) to identify an eligible and willing transferee(s) to whom we can offer to transfer or assign all or a portion of your Production Capacity in a timely manner. However, you will remain obligated hereunder until such transferee becomes a subscriber to the Solar Garden. In particular, if the Solar Garden is fully subscribed, it is our intent to maintain a wait list of eligible customers of Xcel Energy who desire to participate in the Solar Garden to whom we can offer to transfer your Production Capacity.

F. Processing Changes. Transfers of your Production Capacity or substituting Locations may take up to ninety (90) days to complete, depending on the accuracy of the information we receive and the timely completion and return by you of the documents we require. You agree to pay the Monthly Payment until you have fully complied with this process and we approve your proposed transfer or location substitution.

G. Reallocation of Production Capacity: Oversubscription.

- i. Reallocation of Production Capacity. To enable ongoing subscriber balancing across solar gardens, we reserve the right, at our option and in our sole discretion, to allocate or reallocate all or a portion of your Production Capacity among one or more solar gardens without notice ("Reallocated Capacity"), so long as it does not reduce your effective Bill Credit rate or other material benefits due to you under this Agreement. You hereby consent to us assigning rights to Reallocated Capacity to another entity if necessary to enable such reallocation.

- ii. **Oversubscription.** If total subscriptions exceed the Solar Garden(s) nameplate capacity, or if we are otherwise commercially or physically unable to meet the Production Capacity set forth in this Agreement (all such circumstances, an “Oversubscription”), we may, at our discretion, defer all or a portion of your requested Production Capacity to a currently existing or future Solar Garden(s) for which you would be an eligible subscriber, if and when capacity from such a project becomes available.

You agree that we have the authority to modify the non-price terms on the cover page of this Agreement or the Agency Agreement as may be necessary to effectuate or reflect the details of said reallocation or oversubscription and we agree to provide you a copy of the Agreement if so revised.

17. Mutual Acknowledgements. We agree that, regardless of any other provisions to the contrary, under this Agreement:

- A. We will sell the Solar Energy generated by your Production Capacity, along with the associated sRECs if relevant, to Xcel Energy as your agent under Section 15, *Required Agency Agreements*.
- B. Your purchase of Community Solar subscriber benefits under this Agreement, including the Bill Credits related to your Solar Energy, will be treated as a service contract under Internal Revenue Code Section 7701(e), and its various subparts.
- C. You do not, by virtue of this Agreement, have the right to “operate” the Solar Garden(s), as that term is used in Section 7701(e)(4)(A) of said code.
- D. Neither you nor a “related entity” will bear “any significant financial burden if there is nonperformance” by us under this Agreement, as those phrases are used in Section 7701(e)(4)(A) of said code.

We agree that all tax returns, information statements, reporting requirements, and other filings made by either of us will be made so that they comply with the mutual acknowledgements described in paragraphs (A) through (D) above, unless the law in effect at the time requires either of us to do otherwise.

18. Lender Conditions. You understand that we or our affiliate may finance or capitalize the acquisition, development, installation, operation, and/or maintenance of the Solar Garden(s) with loans, financing, or other accommodations from one or more lenders or financial institutions (“Lender”).

You acknowledge and agree that:

- A. Your eligibility for this Agreement is subject to final Lender approval, and we have no obligation to perform this Agreement absent said Lender approval;
- B. You agree that our obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a first priority security interest in the Solar Garden(s) (collectively, the “Lender’s Security Interest”); in order to facilitate this financing, you consent to our granting to Lender the Lender’s Security Interest;
- C. You and all of your rights under this Agreement are and will be subject and subordinate to the Lender’s Security Interest (and as later modified by any and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions, and extensions); and
- D. No amendment or modification of this Agreement is permitted without the Lender’s prior written consent, with the exception of our approval of a change in your participation under this Agreement as set out in Section 16, *Changes in Your Participation*.

19. Assignment. We may assign this Agreement along with all of our rights and obligations to any affiliate or third party without notice, for any purpose, including in the event of an acquisition, corporate reorganization, merger, or sale of its assets to another entity. You will not assign this Agreement without our consent unless permitted and in compliance with Section 16, *Changes in Your Participation*.

20. Lender’s Default Rights. If we default under our financing documents with our Lender, the follow provisions apply:

- A. The Lender, through its security interest, will be entitled to exercise any of our rights and remedies under this Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Solar Garden.
- B. The Lender will have the right, but not the obligation, to pay all sums due from us under this Agreement and to perform any other act, duty, or obligation required of us, and to cure a Company Default (defined below) in the time and manner provided by the terms of this Agreement. Nothing requires the Lender to cure a Company Default or perform any act, duty, or obligation of ours under this Agreement, unless the Lender has succeeded to our rights under this Agreement, but Customer hereby gives Lender the option to do so.
- C. If the Lender exercises its remedies under the Lender’s Security Interest in the Solar Garden, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from us to Lender (or its assignee) in lieu of a sale, the Lender will give you notice of the transfer or assignment of this Agreement. If Lender exercises these remedies, it will not constitute a default under this Agreement, and will not require your consent. No such transfer for

assignment under this Provision shall cause a material change to the terms of this Agreement.

- D. Upon any rejection or other termination of this Agreement under any process undertaken with respect to us under the United States Bankruptcy Code, you agree to enter into a new agreement with Lender or its assignee under substantially the same terms as this Agreement, including the effective Term under Section 2 (*Effective Date; Term*) if Lender requests you to do so within ninety (90) days of the termination or rejection of this Agreement.
- E. At our request, you agree to deliver to Lender and us a fully executed Acknowledgement and Confirmation to Lender in the form of [Attachment B](#) to this Agreement, in which you acknowledge and confirm that the legal and full ownership of the Solar Garden(s) remains with us, or our affiliate, and that the Solar Garden(s) is our, or our affiliate's, property.

21. Customer Default. The following events will constitute an event of breach or default on your part (a "Customer Default"):

- A. Except as otherwise expressly permitted in this Agreement, you terminate this Agreement before the end of the Term;
- B. You are in breach of any written representation or warranty, or fail to perform any material obligation set forth in this Agreement, including failure to pay any amount when due under this Agreement, unless your breach or failure is cured within thirty (30) days after you receive written notice from us; or
- C. You admit in writing your insolvency, assign your assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, or have all or substantially all of your assets subject to attachment, execution, or other judicial seizure; or any similar event occurs.
- D. You attempt to claim any sRECs or other non-energy benefits in connection with the Solar Energy that conflict with the terms of this agreement.

22. Our Remedies in Case of Your Default. If you are in default under this Agreement, we may use any remedy available to us in this Agreement or by law, including by taking one or more of the following actions at our option and in our discretion:

- A. Stop delivery of your Subscriber Bill Credits until such default is remedied;
- B. Cancel this Agreement, resulting in termination of said credits;
- C. Recover from you (i) the Early Termination Fee (see Section 16.D, *Arbitrary Exit*) plus (ii) any late charges, penalties, interest, taxes, or other sums then accrued or due and owing to us; and
- D. Petition a court of law to recover damages for your default (including without limitation our court costs, reasonable attorneys' fees, and other actual expenses relating to your default).

You agree that, upon cancellation of the Agreement under the terms set forth herein, your Production Capacity and related subscriber Bill Credits, sRECs, and other non-energy benefits will automatically assign back to us, so that we may offer it to other potential subscribers. You agree to cooperate with us if necessary to preserve our right to said capacity and benefits.

23. Company Default. The following events will constitute a breach or default on our part ("Company Default"):

- A. Except as otherwise expressly permitted in this Agreement, we terminate this Agreement before the end of the Term;
- B. We are in breach of any representation or warranty, or fail to perform any material obligation as set forth in this Agreement and our breach or failure is not cured within sixty (60) days after written notice from you; and
- C. We admit in writing our insolvency, assign our assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, have all or substantially all of our assets subject to attachment, execution, or other judicial seizure; or any similar event occurs.

24. Lender's Right to Cure. Regardless of any contrary term in this Agreement:

- A. You will not terminate or suspend this Agreement unless you have given the Lender prior written notice of your intent to do so with a description of the event giving rise to the alleged Company Default, and provide the Lender with the opportunity to cure the Company Default within sixty (60) days after such notice or any longer period provided for in this Agreement. If the Company Default reasonably cannot be cured by the Lender within the period established under this Agreement and the Lender commences and continuously pursues cure of such Company Default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional thirty (30) days. Our obligations will otherwise remain in effect during the cure period.
- B. If the Lender or its lawful assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement, then the Lender and/or its assignee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.
- C. At the request of Lender and/or its assignee, you agree to execute and deliver any document, instrument, or statement (but not including any payment) required by law or otherwise as reasonably requested by Lender or its assignee in order

to create, perfect, continue, or terminate the security interest in favor of Lender, and to secure the obligations evidenced by Lender's Security Interest.

- 25. Your Remedies in Case of Company Default.** If we are in default and such Company Default results in the failure or inability of the Solar Garden(s) to produce Solar Energy for a period of one hundred and eighty (180) consecutive days, you may terminate this Agreement upon written notice to us without further obligation.
- 26. Company Indemnity; Restriction on Customer Liens.** Subject to the limitations contained in Section 27 directly below, we agree to indemnify, defend, and hold you harmless from and against any damages or losses directly attributable to a material breach of our obligations under this Agreement that are found to be due to our gross negligence or willful misconduct. The Solar Garden(s) will not be subject to any lien, security interest, claim, mortgage, or deed of trust that may be imposed on or assessed through you or against any property belonging to you.
- 27. Limitations of Liability.** Except for our indemnity obligations under Section 26 directly above, with respect to third party claims, we will not be liable to you for general, special, punitive, exemplary, indirect, incidental, or consequential damages arising from or out of this Agreement. Our total liability to you under this Agreement will in no event exceed the aggregate of all payments made by you under this Agreement during the preceding 12 months. That amount will be your sole and exclusive remedy and all other remedies or damages at law or equity are waived. We are not responsible for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or losses relating to this Agreement, in tort or contract, including any negligence or otherwise. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR GARDEN(S) OR OUR OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.**
- 28. Force Majeure.** If we are unable to perform all or some of our obligations under this Agreement because of a Force Majeure Event, we will be excused from whatever performance is affected by the Force Majeure Event, provided that: (a) as soon as is reasonably practical, we provide you with notice describing the Force Majeure Event; (b) the suspension of our obligations is limited to the scope and the duration required by the Force Majeure Event; and (c) no obligation of ours that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event will be excused as a result of such Force Majeure Event.
- "Force Majeure Event" means any event, condition, or circumstance beyond our control and not caused by our fault or negligence. It will include, without limitation, failure or interruption of the production, delivery, or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; tornado; hail; volcanic activity; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; the binding order of any governmental authority (provided such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by the utility's equipment or products (but not to the extent that any such availability of any of the foregoing results from our failure to have exercised reasonable diligence); and failure of equipment not utilized by us or under our control.
- 29. Termination Upon Force Majeure.** If we are prevented from performing under this Agreement by reason of Force Majeure for a continuous period of three hundred sixty-five (365) calendar days during the Term, then either Party may terminate this Agreement, without liability on either of our parts to the other, upon thirty (30) days written notice. In no event shall a Force Majeure Event excuse a party from the payment of money due, or from the performance of its indemnity obligations under this Agreement.
- 30. Dispute Resolution.** Each of us agrees that to expedite and control the costs of disputes, the resolution of any dispute between us relating to this Agreement ("Dispute") will be resolved according to the following procedures:
- A. Unless otherwise agreed in writing, we agree to continue to perform each of our respective obligations under this Agreement during the course of the resolution of the Dispute.
 - B. Each of us agrees to first try to resolve any Dispute jointly and informally within thirty (30) days after one party has notified the other in writing of the Dispute.
- 31. Governing Law, Jurisdiction, and Venue.** The laws of the State of Minnesota govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance, and enforcement. A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must do so in a court of the State of Colorado or the State of Minnesota; both parties hereby consent to said jurisdiction.
- 32. Legal Notices.** All required notices and communications under to this Agreement, will be in writing and will be deemed given if sent by nationally recognized overnight courier or mailed by registered or certified mail (return-receipt requested) to the address listed on the cover page of this Agreement, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing. Each party agrees to service of process by registered or certified mail, return receipt requested.

33. Miscellaneous.

- A. **Authority.** You have the full power and authority to execute and deliver this Agreement and to perform your obligations hereunder. Your execution and performance of this Agreement and of your obligations under this Agreement have been duly authorized by all necessary action.
- B. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of each of us, and to our successors and permitted assigns, but nothing in this Agreement, express or implied, is intended to confer or will confer upon any other entity or person any benefits, rights, or remedies except as expressly set forth in this Agreement.
- C. **Entire Agreement; Amendment; No Waiver.** This Agreement, plus the Attachments referenced herein, contains the entire agreement and understanding between us concerning this agreement and supersedes any prior or contemporaneous agreement, either written or verbal. Any changes or amendments to, or waivers of, any provisions of this Agreement will only be effective if they are in writing and signed by both of us. No waiver by any party of any of the provisions hereof shall be effective unless set forth in writing and signed by the party so waiving. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.
- D. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original, and shall become operational when each of us has signed and delivered said counterpart to the other party, for example by facsimile or other electronic transmission.
- E. **Pricing.** The pricing offered in this Agreement is valid for 30 days after _____. If you fail to sign this Agreement and return it to us within 30 days, we reserve the right to reject it unless you agree to our then-current pricing.

34. **NOTICE OF RIGHT TO CANCEL.** YOU MAY CANCEL THIS TRANSACTION FOR ANY REASON BY DELIVERING NOTICE TO US PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE [ATTACHMENT G](#), NOTICE OF CANCELLATION WITHIN THREE DAYS, FOR AN EXPLANATION OF THIS RIGHT.

I have read this Agreement and its Attachments in their entirety, and I acknowledge that I have received a complete copy of this Agreement.

For SunShare, LLC:

Customer:

Signature

Signature

Printed name

Printed name

Date

Date

Title

Appendices omitted for confidentiality.



For questions about billing or your subscription, please contact:
SunShare Customer Care
800.793.0786
customer@mysunshare.com

To pay your bill online, please visit mysunshare.com

[Redacted] **COMMUNITY SOLAR GARDEN**
[Redacted]

Billing Account number: [Redacted]
Invoice number: [Redacted]
Billing Address: [Redacted]
Service Address: [Redacted]

SUBSCRIPTION SUMMARY

Invoice Date: 5/21/2018

PREMISE	XCEL ENERGY ACCOUNT	PRODUCTION MONTH	KWH PRODUCED	SSA RATE	CURRENT MONTH BILL CHARGES
[Redacted]	[Redacted]	04/01/2018	[Redacted]	[Redacted]	\$185.48

Your Community Solar Subscription is making a meaningful difference in your community. Over the lifetime of your subscription, you have contributed solar energy equivalent to:



7,278.68
Miles of driving avoided



3,287.98
Pounds of coal burning avoided



43.38
CO2-absorbing trees planted

Bill Credits earned on your Xcel Energy® Bill over the lifetime of your subscription:

Cumulative Bill Credits earned:	\$667.14
Cumulative Community Solar Bills:	\$607.70
Cumulative Savings:	\$59.44

TOTAL AMOUNT DUE

Prior Month Bill Charges	\$166.33
Fees Assessed	\$0.00
Payment Received	\$166.33
<i>Outstanding Subtotal</i>	<i>\$0.00</i>

Current Month Bill Charges \$185.48

Amount Due \$185.48

Due Date 6/20/2018

Thank you for your commitment to a cleaner, brighter future by supporting renewable energy!

Please detach and return the payment stub below with your payment and make your check payable to [Redacted].

[Redacted]
[Redacted]
[Redacted]

Account # [Redacted]
Invoice # [Redacted]
Due Date 6/20/2018
Total Due \$185.48

Amount Enclosed YOU ARE CURRENTLY ENROLLED IN AUTOPAY;
AMOUNT DUE WILL BE WITHDRAWN ON DUE DATE



REMIT TO [Redacted]
[Redacted]
[Redacted]

[Redacted]

Payment Options

The following payment options are available for paying your [REDACTED] monthly bill at mysunshare.com. Please note that your monthly payment should be remitted by the Invoice Due Date stated on your bill, consistent with Section 8 of your Community Solar Services Agreement with [REDACTED]. (your “Solar Services Agreement”).

Pay with autopay

Autopay electronically transfers funds automatically from your bank account to the recipient (payee). There are two ways to sign up for autopay for the payments due under your Solar Services Agreement:

- Visit the My Account page located at the top of mysunshare.com. Click on your most recent invoice. In the top right corner, click on “Enroll in Autopay,” and complete the required information.
- See the included Application for autopay included in this packet. To submit your autopay form, please fill out the form with the requested information, and email the form and a Voided check to [REDACTED]. You can also mail both items to the payee address listed below, or fax both items to [REDACTED] at [REDACTED].

Pay by personal check

- Make the check payable to “[REDACTED]”
- Write your Billing Account Number (provided on bill) on the memo line
- Include your remittance stub with your payment
- Remit to:

[REDACTED]

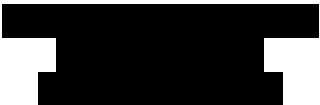
*Xcel Energy is a registered trademark of Xcel Energy. All rights reserved.



Application for Autopay

Thank you for requesting automatic payments payment for your agreement!

To commence this service, please complete this form and email mail the form, with a copy of a voided check, back to us at [redacted] You may also mail both documents to the address below, or fax both to [redacted] at [redacted].



Customer Name

We will debit your account on the payment due date stated on your bill. If the payment due date falls on a weekend or holiday in any month, your payment will be debited the following business day.

Dishonored or returned drafts will be subject to a [redacted] return payment fee.

I (we) hereby authorize [redacted] ("Company"), or its agent, to initiate debit entries to my (our) account indicated below and the Bank name below, to debit the same to such account.

Amounts debited will be per the terms of the agreement listed above. This authority is to remain in full force and effect until Company has received written notification from the undersigned of its termination in such time and in such manner as to afford Company and Bank a reasonable opportunity to act on it.

Bank Name

Branch, City, State

Transit/ABA/Routing Number

Account Number

☐

 Check here if the number listed above is a Savings Account

Signature: _____

Printed Name & Title: _____

Date: _____





LIST OF ENTITIES

The following entities market on behalf of SunShare, LLC, as of 6.29.18. Neither these entities nor SunShare currently operate in New York, but may in future:

Sales Experts Inc.
IntelliSource





New York State Public Service Commission

Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date 6.29.18

Company Name SunShare, LLC

Service Type (Check all that apply): Gas ☐ Elec ☐ ESCO ☒ Cable TV ☐
Water ☐ ILEC ☐ CLEC ☐ Toll Only ☐ Other _____

President David Amster-Olszewski
Mailing Address 1151 Bannock Street
Denver, CO, 80204
Email Address david@mysunshare.com
Phone Number 305.905.6284 Fax Number _____

Vice President / Director of Customer Service Melina Fleming
Mailing Address 1151 Bannock Street
Denver, CO, 80204
Email Address mfleming@mysunshare.com
Phone Number 720.628.1111 Fax Number _____

Primary Regulatory Complaint Manager Melina Fleming
Mailing Address 1151 Bannock Street
Denver, CO, 80204
Email Address mfleming@mysunshare.com
Phone Number 720.628.1111 Fax Number _____

Secondary Regulatory Complaint Manager Rob Maki
Mailing Address 1151 Bannock Street
Denver, CO, 80204
Email Address rmaki@mysunshare.com
Phone Number 651.373.0552 Fax Number _____

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: nyreg@mysunshare.com Fax: _____