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December 3, 2020

Via email to GStyers@Foxrothschild.com and First Class Mail

Gray Styers, Esq.,
Fox Rothschild, LLP
434 Fayetteville St.
Site 2800
Raleigh, NC 27601

Re: Fifth Restated and Amended Renewable Power Purchase Agreement dated 21st day of June 2016 (the "Agreement") between North Carolina Renewable Power-Lumberton LLC ("Seller") and Duke Energy Progress, LLC ("Buyer") , Docket No. SP-5640, Sub 0

Dear Gray:

As you know from previous correspondence, I am Buyer's counsel with respect to the above-referenced Agreement. In a telephone conversation you initiated on November 20, 2020, you asked me if my client, Duke Energy Progress, LLC ("DEP" or "Buyer") would agree to meet with your client, North Carolina Renewable Power-Lumberton ("Seller") to discuss Seller's performance under the above-referenced Agreement and accumulated damages. Buyer does agree to meet on the terms we have previously advised Seller, as set forth again in this letter. We emphasize again that DEP's recovery of damages for its ratepayers will be a foundational topic of any and all such discussion.

DEP is willing to schedule a meeting with Seller; however, Seller must identify in advance the Seller management business team members attending the meeting, which Buyer understands will consist solely of new members of Seller's management. The meeting will be conducted via Microsoft Teams and will be recorded. DEP representatives, Dave Johnson and Travis Payne, will be prepared to discuss alternatives that may be available to Seller with respect to Seller's performance under the Agreement and accumulated damages.

In view of Seller's prior spurious claims and allegations respecting reliance and otherwise, I reiterate that the Agreement provides in Section 26.7: "No amendment, modification or change


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to this Agreement shall be enforceable unless agreed upon in a writing executed by both Parties.” and in Section 26.12: “Any waiver shall be in writing signed by the waiving Party.” Holding the discussions that Seller has requested, and any exchange of documents in connection therewith, does not and will not constitute an agreement by Buyer to amend the Agreement. Further, the discussions and all information exchanged in connection therewith are Protected Information within the meaning of and subject to the terms of Section 18 of the Agreement.

Accordingly, please contact Dave Johnson (Dave.Johnson@duke-energy.com) and provide the names and contact information for the Seller management business team attending the meeting, and a mutual date will be selected for the meeting.

Very truly yours,


Robert W. Kaylor

cc: North Carolina Utilities Commission—Docket No. SP-5640, Sub 0
Tim R. Dodge, Public Staff-North Carolina Utilities Commission