



Ladawn S. Toon
Associate General Counsel

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Ladawn.Toon@duke-energy.com

June 9, 2023

VIA ELECTRONIC FILING

Ms. A. Shonta Dunston
Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, North Carolina 27699-4300

**Re: Late-Filed Exhibit Nos. 2, 3 and 4 – PUBLIC/REDACTED
Docket No. E-7, Sub 1281**

Dear Ms. Dunston:

Enclosed for filing in the above-referenced proceeding on behalf of Duke Energy Carolinas, LLC (the “Company”) is the *Public/Redacted Late-Filed Exhibit Nos. 2, 3 and 4*.

The confidential redacted portions of this filing contain commercially sensitive information that should be protected from public disclosure. The information designated herein as confidential qualifies as “trade secrets” under N.C. Gen. Stat. § 66-152(3). If this information were to be publicly disclosed, it would allow competitors, vendors, and other market participants to gain an undue advantage, which may ultimately result in harm and higher cost to customers. Pursuant to N.C. Gen. Stat. § 132-1.2, the Company requests that the information marked “Confidential” be protected from public disclosure. The Company is contemporaneously filing with the Commission all information designated as confidential under seal and will make the information available to other parties to this docket pursuant to an appropriate nondisclosure agreement.

Please feel free to contact me if you have any questions. Thank you for your assistance in this matter.

Sincerely,

Ladawn S. Toon

cc: Parties of Record

OFFICIAL COPY

JUN 09 2023

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing *Public/Redacted Late-Filed Exhibit Nos. 2, 3 and 4*, as filed in Docket No. E-7, Sub 1281 were served electronically or via U.S. mail, first-class, postage prepaid, upon all parties of record.

This, the 9th day of June, 2023

/s/ Kristin M. Athens

Kristin M. Athens

McGuireWoods LLP

501 Fayetteville Street, Ste. 500

Raleigh, North Carolina 27601

(919) 835.5909

kathens@mcguirewoods.com

*Attorney for Duke Energy Carolinas,
LLC*

DUKE ENERGY CAROLINAS, LLC

Request:

On May 30, 2023, during the expert witness hearing held by the Commission in this proceeding, when discussing the [Begin Confidential] [End Confidential] security instruments managed by Duke Energy that do have an expiration date, Commissioner Clodfelter requested a late-filed exhibit showing:

- 1) A breakdown of the number of surety bonds and guaranties; and
- 2) A breakdown of the number of surety bonds and guaranties with expiration dates of a year or less and more than a year.

Response:

As of June 6, 2023, Duke Energy's Credit Information Manager ("CIM") shows:

- [Begin Confidential] [End Confidential] guaranties with defined expiration dates.
 - o [Begin Confidential] [End Confidential] of the [Begin Confidential] [End Confidential] guaranties either:
 - 1) have an expiration date prior to the end of the term of the underlying agreement (similar to the Guaranty supporting DEC's Power Purchase Agreement with Wilkes Solar, LLC); or
 - 2) support an agreement that does not have a defined date of termination and are extended as necessary.
- [Begin Confidential] [End Confidential] surety bonds with defined expiration dates.¹

Two **Confidential** spreadsheets used to provide the above information are attached hereto and are being filed under seal.

After review of the Company's records, CIM does not capture the term of expiry and allow the Company to report on guaranties with expiration dates of a year or less and those with expiration dates of more than a year. CIM only tracks the original effective dates of security instruments and the current expiration date. CIM does not track the dates on which security instruments were initially scheduled to expire or the dates on which they were extended. As a result, CIM cannot categorize guaranties with initial terms of a year or less and more than a year.

To categorize the expiration dates as requested, DEC would have to perform a search and obtain the physical or digital copies of the security instruments and perhaps, in some circumstances, the underlying contracts. Based primarily on the ages and types of documents, they could be found in either: 1) various digital systems (depending on the relevant business unit); 2) in a locked fireproof cabinet in a controlled-access location; or 3) at a controlled-access off-site location. DEC estimates that it would take approximately 32 hours to categorize the security instruments as requested. Duke Energy's credit risk department does not have the resources to assign one employee to this task

¹ Duke Energy's bond form has an auto-renewal clause that states the bond only expires when: 1) all obligations have been performed or; 2) notice of termination is given. Accordingly, Duke Energy's surety bonds do not have defined expiration dates.

full-time. As a result, it would likely take 6-8 weeks to complete the search necessary to categorize the security instruments as requested.

Response provided by: Matthew Holstein, Finance Manager

DUKE ENERGY CAROLINAS, LLC

**Guaranties and Surety Bonds with Defined
Expiration Dates Currently Managed by
Duke Energy**

FILED UNDER SEAL

DOCKET NO. E-7, SUB 1281

DUKE ENERGY CAROLINAS, LLC

**Guaranties That Expire Prior to the Term of
the Underlying Agreement or That Support
an Agreement Without a Defined
Termination Date**

FILED UNDER SEAL

DOCKET NO. E-7, SUB 1281

DUKE ENERGY CAROLINAS, LLC

Request:

On May 30, 2023, during the expert witness hearing held by the Commission on this proceeding, Commissioner Duffley requested a late-filed exhibit showing Greg Slovik's June 10, 2022 email to Scott Tharp and any other pertinent substantive communication between DEC, Wilkes Solar, LLC ("Wilkes Solar"), and DESRI Portfolios, L.L.C.

Response:

Please find responsive correspondence attached hereto. The attached email correspondence references five attachments that were transmitted via email on May 13, 2022, June 2, 2022, July 6, 2022, August 23, 2022, and August 30, 2022. The attachment referenced in the July 6, 2022, email was previously filed on May 18, 2023, as Tabor and Holstein Exhibit 3. The remaining attachments are attached hereto except for the attachment transmitted on June 2, 2022. DEC has performed a search of its records and it is no longer in possession of the document attached to the email transmitted on June 2, 2022.

Response provided by: David Johnson, Director – Business Development and Compliance

From: [Slovick, Greg](#)
To: [Tharp, Scott E](#); [Dolitsky, Max](#); [Levings, Dylan](#)
Cc: [Rios, Martin](#); [Johnson, David B](#); [Wallace, Nadene N](#); [Camp III, Lewis F](#)
Subject: RE: [EXTERNAL] RE: DRAFT Termination Agreement - Wilkes
Date: Tuesday, August 30, 2022 2:56:10 PM
Attachments: [Wilkes - Response to Termination Notice.pdf](#)

Scott,

Please see attached for our response.

Best,
Greg

From: Tharp, Scott E <Scott.Tharp@duke-energy.com>
Sent: Tuesday, August 23, 2022 3:32 PM
To: Slovick, Greg <Greg.Slovick@deshaw.com>; Dolitsky, Max <dolitsky@deshaw.com>; Levings, Dylan <Dylan.Levings@deshaw.com>
Cc: Rios, Martin <Martin.Rios@duke-energy.com>; Johnson, David B <David.Johnson@duke-energy.com>; Wallace, Nadene N <Nadene.Wallace@duke-energy.com>; Camp III, Lewis F <Lewis.Camp@duke-energy.com>
Subject: RE: [EXTERNAL] RE: DRAFT Termination Agreement - Wilkes
Importance: High

This message was sent by an external party.

Greg,

Termination notice attached. A copy is being sent by overnight mail also.

Thx
Scott

Scott Tharp
Business Development Manager
Duke Energy
1000 E. Main Street
Plainfield, IN 46168
317.459.7704
Scott.tharp@duke-energy.com

From: Slovick, Greg <Greg.Slovick@deshaw.com>
Sent: Wednesday, July 13, 2022 5:21 PM
To: Tharp, Scott E <Scott.Tharp@duke-energy.com>; Dolitsky, Max <dolitsky@deshaw.com>;
Levings, Dylan <Dylan.Levings@deshaw.com>

Cc: Rios, Martin <Martin.Rios@duke-energy.com>; Johnson, David B <David.Johnson@duke-energy.com>; Rose, Anthony R. <Anthony.Rose2@duke-energy.com>
Subject: RE: [EXTERNAL] RE: DRAFT Termination Agreement - Wilkes

Scott,

We disagree that we owe any damages to Duke for the reasons described in my email from June 10. We are amenable to terminating the PPA as proposed by Duke in its draft termination agreement, but not with the requirement to pay any sort of termination damages. Please let us know if a call would be helpful to discuss.

Best regards,
Greg

From: Tharp, Scott E <Scott.Tharp@duke-energy.com>
Sent: Wednesday, July 6, 2022 8:30 AM
To: Slovic, Greg <Greg.Slovick@deshaw.com>; Dolitsky, Max <dolitsky@deshaw.com>; Levings, Dylan <Dylan.Levings@deshaw.com>
Cc: Rios, Martin <Martin.Rios@duke-energy.com>; Johnson, David B <David.Johnson@duke-energy.com>; Rose, Anthony R. <Anthony.Rose2@duke-energy.com>
Subject: RE: [EXTERNAL] RE: DRAFT Termination Agreement - Wilkes

This message was sent by an external party.

Greg,

Please see Duke's response attached. A copy is being sent by overnight mail also.

Thx
Scott

From: Slovic, Greg <Greg.Slovick@deshaw.com>
Sent: Friday, June 10, 2022 4:42 PM
To: Tharp, Scott E <Scott.Tharp@duke-energy.com>; Dolitsky, Max <dolitsky@deshaw.com>; Levings, Dylan <Dylan.Levings@deshaw.com>
Cc: Rios, Martin <Martin.Rios@duke-energy.com>
Subject: RE: [EXTERNAL] RE: DRAFT Termination Agreement - Wilkes

Scott,

We do not believe we should have to pay damages for several reasons, including but not limited to the below.

The first is the impact of Duke's delays on the project's feasibility. The system impact study was

delayed 6-7 months and the subsequent facilities study was delayed by another 5-6 months. These studies ultimately concluded that our projected commercial operation date would be at least 2 years after the originally planned date. This makes it impossible to build the facility that we had planned on building as set forth in the PPA. Because of these delays, our intended equipment is no longer available and this jeopardizes our ITC qualification strategy. Additionally, our site control options will potentially expire due to these Duke schedule delays.

In addition to the project no longer being feasible for the reasons described above, the revised interconnection cost estimate was materially higher than previously contemplated in connection with the CPRE bid process. The project cannot reasonably be expected to bear these additional costs on top of the additional costs caused by the project's delays described above. Given that the PPA and IA are inextricably tied under the CPRE process, we can't move forward under the PPA without a viable IA plan, which is not due to any fault of the project.

Despite the reasons listed above, we would like to see this project get built at some point in the future and would be interested in re-developing the asset and bidding into a future Duke RFP.

Note that we reserve all of our rights and remedies under the PPA, IA, and at law and equity.

Thanks,
Greg

From: Tharp, Scott E <Scott.Tharp@duke-energy.com>

Sent: Thursday, June 2, 2022 3:27 PM

To: Slovic, Greg <Greg.Slovick@deshaw.com>; Dolitsky, Max <dolitsky@deshaw.com>; Levings, Dylan <Dylan.Levings@deshaw.com>

Cc: Rios Jr., Martin <Martin.Rios@duke-energy.com>

Subject: RE: [EXTERNAL] RE: DRAFT Termination Agreement - Wilkes

This message was sent by an external party.

Greg,

Please provide a detailed, written explanation for the reasoning behind D.E. Shaw's deletion of the sections related to liquidated damages. If D.E. Shaw believes it does not owe liquidated damages, we need you to provide justification, including supporting documentation.

Please supply the requested information by next Friday, June 10.

Thx
Scott

From: Slovic, Greg <Greg.Slovick@deshaw.com>

Sent: Thursday, June 2, 2022 2:25 PM
To: Dolitsky, Max <dolitsky@deshaw.com>; Tharp, Scott E <Scott.Tharp@duke-energy.com>;
Levings, Dylan <Dylan.Levings@deshaw.com>
Cc: Rios Jr., Martin <Martin.Rios@duke-energy.com>
Subject: [EXTERNAL] RE: DRAFT Termination Agreement - Wilkes

***** CAUTION! EXTERNAL SENDER *** STOP. ASSESS. VERIFY!!** Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Scott – please see attached for our comments on the termination agreement. Please let us know if you have any questions.

Best regards,
Greg

From: Dolitsky, Max <dolitsky@deshaw.com>
Sent: Friday, May 27, 2022 7:50 PM
To: Tharp, Scott E <Scott.Tharp@duke-energy.com>; Levings, Dylan <Dylan.Levings@deshaw.com>
Cc: Rios Jr., Martin <Martin.Rios@duke-energy.com>
Subject: RE: DRAFT Termination Agreement - Wilkes

Hi Scott,

Apologies for delay, I was out sick earlier this week. The letter has been received and we will pass it along to counsel for review.

Have a nice holiday weekend!
Max

From: Tharp, Scott E <Scott.Tharp@duke-energy.com>
Sent: Tuesday, May 24, 2022 8:55 AM
To: Dolitsky, Max <dolitsky@deshaw.com>; Levings, Dylan <Dylan.Levings@deshaw.com>
Cc: Rios Jr., Martin <Martin.Rios@duke-energy.com>
Subject: RE: DRAFT Termination Agreement - Wilkes

This message was sent by an external party.

Max,

Please verify that you have received and let us know when we can expect a response.

Thx

Scott

From: Tharp, Scott E

Sent: Friday, May 13, 2022 3:19 PM

To: Dolitsky, Max <dolitsky@deshaw.com>; Levings, Dylan <Dylan.Levings@deshaw.com>

Cc: Judd, Shane Alan <Shane.Judd@duke-energy.com>; Johnson, David B <David.Johnson@duke-energy.com>; Rios Jr, Martin <Martin.Rios@duke-energy.com>

Subject: DRAFT Termination Agreement - Wilkes

Importance: High

Max and Dylan,

Please review the DRAFT termination agreement attached and let us know if you are agreeable to the language.

Thx
Scott

Scott Tharp
Business Development Manager
Duke Energy
1000 E. Main Street
Plainfield, IN 46168
317.459.7704
Scott.tharp@duke-energy.com

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (“Termination Agreement”) is made and entered into by and between Duke Energy Carolinas, LLC (“Duke Energy”) and Wilkes Solar, LLC (“Wilkes”). Hereinafter, Duke Energy and Wilkes may each be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

Whereas, Wilkes bid a proposed 75 MW solar generating facility, located in Wilkes County, North Carolina (the “Facility”) into the Duke Energy RFP issued under Tranche 2 of the Duke Energy CPRE program (the “RFP”);

Whereas, Wilkes’ bid was accepted as a winning bid under the RFP and upon conclusion thereof Duke Energy and Wilkes entered into that certain Power Purchase Agreement dated as of October 15, 2020, regarding the purchase and sale of energy and capacity generated by the proposed Facility (“PPA”);

Whereas, Wilkes has decided to cease the development and construction of the Facility and has requested the termination of the PPA; and

Whereas, Duke Energy is willing to agree to the termination of the PPA pursuant to the terms of this Termination Agreement;

Now therefore, in consideration of the foregoing and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties acknowledge and agree as follows:

1. **Termination of the PPA.** The Parties hereby agree that the PPA shall be terminated effective as of May 31, 2022 (the “Termination Effective Date”), and subject to the terms and conditions of this Termination Agreement and excluding the terms which survive termination as specified in the PPA, Wilkes and its successors and assigns are hereby released from all obligations set forth in the PPA.
2. **Liquidated Damages.** Within five (5) Business Days after the Termination Effective Date, Wilkes shall pay Duke Energy Default Liquidated Damages in the amount of [REDACTED] pursuant to section 20.5.1 of the PPA. The payment of Default Liquidated Damages shall be Duke Energy’s sole remedy for Wilkes’s failure to achieve Commercial Operation of the Facility as required under the PPA.
3. **Return of Performance Assurance.** Provided that the Default Liquidated Damages are finally and irrevocably paid to Duke Energy in full as required under Section 2 above, Duke Energy will promptly return the Performance Assurance provided by Wilkes at the end of the Security Period specified in Section 5.7..

4. **Survival of Terms.** Section 26.6 shall survive termination of the PPA.
5. **Defined Terms.** Capitalized terms used in this Termination Agreement which are not defined herein shall have the meaning ascribed to such terms in the PPA.
6. **Binding Effect.** This Termination Agreement is binding upon and inures to the benefit of the Parties hereto. Each Party represents and warrants to the other that: (1) each has the capacity, authority and power to execute, deliver, and perform under this Termination Agreement; (ii) this Termination Agreement constitutes legal, valid and binding obligations enforceable against it; (iii) each person who executes this Termination Agreement on behalf of each Party warrants to having full and complete authority to do so; (iv) each Party is acting on its own behalf, has made its own decision to enter into this Termination Agreement, has performed its own independent due diligence, and is capable of understanding, understands and accepts the provisions of this Termination Agreement; (v) each Party has completely read, fully understands, and voluntarily accepts every provision hereof construed against such Party by reason of such Party drafting any provision of this Termination Agreement.
7. **Governing Law.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to choice of law doctrines.
8. **Counterparts.** This Termination Agreement may be executed in multiple counterparts, including by facsimile signature, each of which, when so executed, are deemed to be an original but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be executed by each of their respective duly authorized representative as of the date below their respective signature, to be effective when fully executed by both Parties.

WILKES SOLAR, LLC

By: _____

Name: _____

Title: _____

Date: _____

DUKE ENERGY CAROLINAS, LLC

By: _____

Name: David B. Johnson

Title: Director, Business Development and Compliance

Date: _____



Via Overnight Courier and Email (mailto:Greg.Slovick@deshaw.com;
DESRI-Notices@deshaw.com)

Date: August 23, 2022

Wilkes Solar, LLC
c/o D.E. Shaw & Co., LP
1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attn: Greg Slovic

With copy to:

Wilkes Solar, LLC
c/o D.E. Shaw & Co., LP
1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attn: General Counsel

DESRI Portfolios, L.L.C.
c/o D. E. Shaw Renewable Investment
1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attn: General Counsel

NOTICE OF DEFAULT AND TERMINATION

Re: Renewable Power Purchase Agreement (CPRE Tranche 2) between Duke Energy Carolinas, LLC (“Duke Energy”), and Wilkes Solar, LLC (“Wilkes”), dated as of October 15, 2020 (the “PPA”).

Dear Mr. Slovic, or to Whom It May Concern:

In follow up to our discussions regarding the above referenced PPA, the termination of which was requested by Wilkes due to its stated inability to construct, own and operate the proposed 75 MW solar generating facility, located in Wilkes County, North Carolina (the “Facility”) as obligated under the PPA, and the email from Greg Slovic to Scott Tharp dated July 13, 2022 in which Wilkes declined to accept Duke Energy’s proposed mutual termination agreement, Duke Energy hereby provides Wilkes with this Notice of Default and Termination.

It has come to our attention that Wilkes: (i) has suspended further development of the Facility in repudiation of its obligations under the PPA, and (ii) has declined to execute the interconnection agreement for the Facility when presented by Duke Energy resulting in the deemed withdrawal of

the interconnection request by Wilkes in accordance with the North Carolina Interconnection Procedures.

Based on the foregoing, an Event of Default has occurred with respect to Wilkes for its failure to execute the Interconnection Agreement when required under the Operational Milestone Schedule and based on its decision to suspend further development of the Facility and thereby abandon its obligation to achieve Commercial Operation of the Facility in violation of Sections 19.3, 19.8 and 19.9 of the Agreement.

As a result of the Event of Default specified above, the Agreement is hereby terminated effective as of the date of this letter (the "Early Termination Date").

Furthermore, pursuant to Section 20.5 and the acceleration rights specified in Section 20.1 of the Agreement, Duke Energy hereby demands payment of liquidated damages in the amount of [REDACTED] (the "Default Liquidated Damages") for the failure of Wilkes to achieve Commercial Operation of the Facility as required under the Agreement.

Please pay the Default Liquidated Damages requested hereunder by wire transfer of immediately available funds to the following account, no later than five (5) business days after the Early Termination Date:

Duke Energy Carolinas, LLC

[REDACTED]

aba #:

account #:

Your failure pay the Default Liquidated Damages as demanded in this notice may result in recourse by Duke Energy to the Guaranty dated October 21, 2020, issued by DESRI Portfolios, L.L.C. (the "Guarantor") securing Wilkes' payment obligations under the PPA and may result in the disqualification of Wilkes or its affiliates in the award of pending or future transactions with Duke Energy or its affiliates.

Notwithstanding anything to the contrary set forth herein Duke Energy reserves all rights and remedies available to it under the PPA (including, without limitation, Section 26.6), or at law or equity.

All capitalized terms used in this Notice of Termination which have not been defined herein shall have the meaning ascribed to such terms in the Agreement.

If you have any questions feel free to contact me at your earliest convenience.

Sincerely,



David Johnson (Aug 21, 2022 14:18 EDT)

David Johnson
Director, Business Development & Compliance

August 30, 2022

Duke Energy Carolinas, LLC
400 South Tryon Street
Mail Code: ST 26A
Charlotte, NC 28202
Attention: Contract Administrator
Email: DERContracts@duke-energy.com

with a copy to:

Duke Energy Carolinas, LLC
550 South Tryon Street
Mail Code DEC45
Charlotte, NC 28202
Attention: VP Commercial Legal Support

with a copy to:

Duke Energy Carolinas, LLC
Attention: David Johnson, Director, Business Development & Compliance
Email: David.Johnson@duke-energy.com

Via email and courier

RE: Notice of Default and Termination

Mr. Johnson:

Reference is made to (a) that certain Renewable Power Purchase Agreement, dated as of October 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), by and between Duke Energy Carolinas, LLC ("Buyer") and Wilkes Solar, LLC ("Seller"), (b) that certain Guaranty Agreement, dated as of October 21, 2020 (the "Guaranty"), by DESRI Portfolios, L.L.C. for the benefit of Buyer and (c) that certain Notice of Default and Termination, dated August 23, 2022, sent by Buyer to Seller (the "Notice").

As previously discussed in email correspondence and conversations between Seller and Buyer, Seller is amenable to proceeding with termination of the Agreement, but Seller categorically rejects Buyer's position that Seller is in default or breach of the Agreement. Seller's inability to perform under the Agreement is due to Buyer and its affiliates' delays in performing their respective obligations under the Agreement and the Interconnection Agreement. Seller has

previously rejected and continues to reject Buyer's demand that Seller owes any damages of any sort under the Agreement.

Buyer notes in its Notice that Seller's failure to pay Delay Liquidated Damages (as defined in the Notice) may result in a claim under the Guaranty. The Guaranty expired on December 31, 2021 in accordance with its terms and is no longer in force or effect. No payment obligations of Seller (i.e. no "Guaranteed Obligations" under the Guaranty) were outstanding prior to such expiration date. Any claim under the Guaranty is invalid as a matter of law.

Seller is available to discuss and respond to any questions Buyer has on the information contained in this notice.

Sincerely,

Wilkes Solar, LLC

By: Gregory T Slovic
Name: Greg Slovic
Title: Deputy Chief Counsel

DUKE ENERGY CAROLINAS, LLC

Request:

On May 30, 2023, during the expert witness hearing held by the Commission on this proceeding, Commissioner Duffley asked whether Duke Energy or any of its affiliates has any other transactions with Wilkes Solar, LLC (“Wilkes Solar”), DESRI Portfolios, L.L.C. (“DESRI”), or their affiliates. If so, Commissioner Duffley then asked whether actions were being taken as a result of the default at issue.

Response:

Duke Energy Carolinas, LLC (“DEC”) or Duke Energy Progress, LLC (“DEP”) do not currently have any other active transactions with DESRI or Wilkes Solar, although it is possible that DESRI may be an investor in solar projects selling power to DEC or DEP outside of the CPRE Program.

[Begin Confidential] [REDACTED]

[REDACTED] [End Confidential] however, DEC is continuing to examine strategies to mitigate the future risk of counter-party default and termination of PPAs for new solar resources that will be procured in future RFPs.

Response provided by: David Johnson, Director - Business Development and Compliance

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JUN 09 2023