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OF COUNSEL:
JEFFERSON D. GRIFFITH, III

October 13, 2017

VIA, ELECTRONIC FILING
The Honorable Jocelyn Boyd
Chief Clerk and Administrator
The Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

Re:
- Docket 2017-281-E
- Discovery

Dear Ms. Boyd:

Enclosed for filing, please find the First Set of Interrogatories to Duke Energy Carolinas, LLC, First Requests for Production to Duke Energy Carolinas, LLC, Cover Sheet and Certificate of Service. Please notify the undersigned if you there is anything else you may need.

Respectfully Submitted,

/s/_____
Richard L. Whitt

RLW/cas

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BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2017-281-E

IN RE: Shorthorn Solar, LLC; Rollins Solar, LLC; Juniper Solar, LLC; Meslam Solar, LLC; Culpepper Solar, LLC; Ashley Solar, LLC; Jefferson Solar, LLC; Madison Solar, LLC; Fairfield Solar, LLC; Bell Solar, LLC; Webster Solar, LLC; B&K Solar, LLC; GEB Solar, LLC; Ross Solar, LLC; Summerton Solar Farm, LLC; Clarendon Solar Farm, LLC; Azalea Solar LLC; Cardinal Solar LLC; Sunflower Solar LLC; Cosmos Solar LLC; Zinnia Solar LLC; Chester PV1, LLC; Ninety-Six PV1, LLC; Newberry PV1, LLC; Bradley PV1, LLC; Jonesville PV1, LLC; Ft. Lawn PV1, LLC; and Mt. Croghan PV1, LLC,	)	**FIRST SET OF INTERROGATORIES TO DUKE ENERGY CAROLINAS, LLC**
Complainants/Petitioners,	)	
v.	)	
Duke Energy Carolinas, LLC and Duke Energy Progress, LLC,	)	
Defendants/Respondents.	)	

The above-named Complainants/Petitioners, by through their legal counsel, pursuant to Rule 103-833(B), of the Rules of Practice and Procedure of the South Carolina Public Service Commission, hereby serves Defendant/Respondent, Duke Energy Carolinas, LLC, with Complainants/Petitioners' First Set of Interrogatories. Please forward to the undersigned, on or before November 1, 2017, your answers to the following Interrogatories:

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INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. As used herein, (i) "all " "any," and "each" encompass any and all; (ii) "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses; (iii) the singular includes the plural and vice versa; and (iv) "including" means "including, without limitation."

2. Unless otherwise stated, the relevant time period for these Interrogatories is from August 30, 2014, until the present.

3. If Your answer is based on information and belief, specify and identify the source of the information and the grounds for the belief.

4. Answer each Interrogatory separately and fully in writing under oath, unless You object to the Interrogatory, or withhold information on the ground of privilege or otherwise, in which event state the reasons for the objection or privilege, and answer to the extent You do not object or claim privilege.

5. Furnish all requested information known to, possessed by, or available to You.

6. The knowledge of Your agents, employees, or consultants is Your knowledge so that if Your agents, employees, or consultants have knowledge of the information Requested herein. You must incorporate said knowledge into Your answers.

7. If You are unable to answer fully after exercising reasonable due diligence, answer to the fullest extent possible and explain Your inability to answer the remainder.

8. If precise information requested is unknown to You, state the best approximation and basis for this approximation.

9. No Interrogatory limits the scope of any other Interrogatory.

10. Where an Interrogatory calls for an answer in more than one part, answer each part separately so that Your answer is clearly understandable.

11. These Interrogatories are continuing in nature, such that You must provide a supplemental answer if and when You discover, obtain, or recollect other or further information responsive to any Interrogatory. In addition, You must amend the answer to any Interrogatory if and when You discover or ascertain that the answer was incorrect.

12. Please provide answers to the following data requests electronically. To the extent this is impracticable, the responses, including any responsive Documents, should be provided at the offices of Austin & Rogers, P.A., 508 Hampton Street, Suite 300, Columbia, South Carolina 29201, or some mutually convenient location otherwise agreed to by the parties.

DEFINITIONS

1. **"Affiliate"** means "affiliate" as defined by Rule 501(b) of Regulation D of the Securities and Exchange Commission and, with respect to any particular Facility, also any joint venturer or other partner; and includes, but is not limited to, Duke Energy Progress, LLC, Duke Energy Renewables LLC and any subsidiary or affiliate thereof; Duke Energy Ohio, Duke Energy Indiana, Duke Energy Florida, Duke Energy Kentucky, and Duke Energy Puerto Rico.

2. **"Commission"** means the South Carolina Public Service Commission.

3. **"Communication"** means the transmittal of information in the form of facts, ideas, Documents, inquiries, or otherwise, including every discussion, conversation, conference, or telephone call.

4. **"Complaint"** means the Complaint filed in this Docket on August 31, 2017.

5. **"Concerning"** means relating to, referring to, describing, evidencing, or constituting.

6. **"DEC"** means Duke Energy Carolinas, LLC.

7. **"Docket"** means Commission Docket 2017-281-E.

8. **"Documents"** or **"Document"** means any and all writings, drawings, graphs, charts, photographs, memoranda, letters, facsimiles, telexes, correspondence, e-mail, memoranda, notes, work, papers, reports, invoices, receipts, estimates, ledgers, books of account, checks, check stubs, minutes or records of meetings or conferences, summaries of negotiations, directives, interviews, transcripts, notations of conversations, telephone calls or meetings, calendars, appointments books, diaries, journals, agenda, computer or other business machine entries, including the original and all non-identical copies and drafts and every document known to You, Your representatives or other persons acting on Your behalf, or any other data compilations from which information can be obtained or translated. A draft or non-identical copy is a separate Document.

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9. **"Duke Energy Renewables"** means Duke Energy Renewables LLC.

10. **"Facility" or "Facilities"** means a solar photovoltaic electric generating facility(ies).

11. **"Identify,"** when referring to a Person, means to give, to the extent known, the Person's full name, present or last known address, and when referring to a natural Person, additionally, the present or last known place of employment.

12. **"Identify,"** when referring to Documents, means to give, to the extent known, the (**i**) type of Document; (**ii**) general subject matter; (**iii**) date of the Document; and (**iv**) authors, addressees and recipients.

13. **"Identify,"** when referring to an oral Communication, means to give, to the extent known, the identity of the speaker and of each Person who was present when the Communication was spoken, and the substance, date, and place of such Communication.

14. **"Identity,"** when referring to a Person that is not a natural Person, means to additionally provide at least one name of a natural Person representative of such Person and the telephone number of that natural Person.

15. **"Lender"** means a Person providing a Loan.

16. **"Loan"** means a loan of money or extension of credit (including any financing lease, back leverage financing, letters of credit, or credit derivative arrangement) for (a) construction, term, or permanent financing or refinancing; (b) working capital or other ordinary business requirements (including for the maintenance, repair, replacement, or improvement of a Facility); (c) any development financing, bridge financing, credit support, and related credit enhancement or interest rate, currency, weather, or RECs Concerning the development, construction, or operation of a Facility; or (d) the purchase of a Facility.

17. **"Operations Date"** means the first date upon which a Facility delivers electricity to any Person, including an RTO or ISO.

18. **"Person"** means any natural person or any business, legal, or governmental entity or association.

19. **"Power Purchase Agreement"** or **"PPA"** means any agreement Concerning the purchase and sale of energy and/or capacity.

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20. **"PURPA"** means the Public Utility Regulatory Policies Act of 1978.

21. **"RECs"** means any and all renewable energy certificates, renewable energy credits, credits, benefits, emissions reductions, emission reduction credits, Carbon credits, offsets, and allowances, howsoever entitled, attributable to the generation of energy by a Facility, the use of such energy, and/or such energy's displacement of conventional energy generation, including any and all renewable or environmental characteristics and benefits of the energy generated by a Facility, including without limitation any certifications issued by a renewable generation information system of a regional transmission organization, independent system operator, or of any North American Electric Reliability Corporation regional entity, or certified or certifiable by the Center for Resource Solutions.

22. **"Respondents"** means Duke Energy Carolinas, LLC. and Duke Energy Progress, LLC.

23. **"Tax Benefit"** means any state, local or federal production tax credit, tax deduction, cash grant, bonus depreciation, or investment tax credit specific to the production of renewable energy or investments in renewable energy facilities.

24. **"Tax Investment Agreement"** means an agreement Concerning purchase, sale, use, or ownership of Tax Benefits, tax equity investment, inverted lease, sale-leaseback, lease, tax lease, partnership flip, target yield flip, Tax Benefit pass-through, call option sale, or other monetization of or sale of Tax Benefits.

25. **"Tax Investor"** means any Person that is a party to a Tax Investment Agreement or a direct or indirect beneficiary of a Tax Benefit.

26. **"You"** means Respondent, Duke Energy Carolinas, LLC, and **"Your"** means belonging to You.

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INTERROGATORIES

1. Please identify all individuals who assisted in the preparation of Your responses to these Interrogatories; and identify which interrogatory(ies) such individuals assisted in the preparation thereof.

2. Describe Your ownership structure and the ownership structure of Your Affiliates.

3. Do you contend that at present in South Carolina, a five-year contract term is long enough to allow QFs reasonable opportunities to attract capital from potential investors? If so, please explain in detail all the factual and legal bases for this conclusion.

4. Do You contend that PURPA does not entitle QFs to PPAs of sufficient length to be reasonably financeable? If so, please explain in detail all the factual and legal bases for this conclusion.

5. Please describe in detail the basis for Your decision to offer developers of solar Qualifying Facilities in South Carolina that not eligible for standard rates and contract terms (i.e. QFs over 2 MW) PPAs with a duration of no longer than five (5) years.

6. Please identify all Facilities that You or Your Affiliates own or have owned, directly or indirectly, since August 30, 2014, including the following information:

   a. The owner(s) of the Facility;
   b. The location of the Facility;
   c. The nameplate capacity of the Facility;
   d. The Operations Date of the Facility;
   e. Whether the Facility is included in rate base of a regulated utility;
   f. Whether the Facility generates or is intended to generate revenues from the sale of energy, capacity, and or/RECs under a PPA; and
   g. The gross book value of the Facility.

7. For any Facility identified in response to Interrogatory No. 6, which generates or is intended to generate revenues from sales under a PPA, please provide the following information:

a. The effective date of the PPA;

b. The term or duration of the PPA;

c. The date of expiration of the initial term of the PPA;

d. The identity of the purchaser under the PPA;

e. Whether pricing is fixed over the initial term of the PPA;

f. The cost of constructing and/or acquiring the Facility;

g. All source(s) of financing for the cost of purchasing and/or constructing the Facility, including but not limited to Tax Equity investment, debt financing, and sponsor equity;

h. All actual and all expected or projected cash flows to the Facility and any to Person directly or indirectly owning the Facility on account of anything Concerning the Facility.

i. The terms of any Loan used to finance construction of the facility, and whether the Lender has recourse to sources of repayment other than the Loan collateral.

j. Description of all subsidies, rebates, tax rebates, benefits, or anything of value provided by the federal government or any state, county, city, or subdivision thereof Concerning that Facility.

8. For any Facility identified in response to Interrogatory No. 6, which You or Your Affiliates acquired from another Person, and which generates or is intended to generate revenues from sales under a PPA, please provide the following information:

a. The date on which the Facility was acquired;

b. The Person from whom the Facility was acquired;

c. The purchase price for the Facility;

d. The commercial operation date of the Facility; and

e. Whether the Facility was subject to a PPA at the time of You or Your Affiliate's acquisition of the Facility.

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9. For any Facility identified in response to Interrogatory No. 6, which is included in the rate base of a regulated utility, please provide the following information:

a. The owner(s) of the facility;

b. The cost of constructing and/or acquiring the Facility;

c. The governmental entity that authorized the inclusion of that facility in the rate base of the regulated utility; and

d. The period of time over which cost recovery for the Facility has been authorized.

10. Since August 30, 2014, have You or Your Affiliates executed any PPAs with generating facilities in South Carolina with a duration of five (5) years or less? If so, please provide the following information:

a. The location of the Facility;

b. The nameplate capacity of the Facility;

c. The effective date of the PPA;

d. The term or duration of the PPA;

e. Whether the PPA provides for the purchase and sale of RECs; and

f. The identity of the seller under the PPA.

11. Are You or any of Your affiliates, in Your capacity as a purchaser of energy, party to a PPA with the owner/operator of a solar generating Facility, with a contracted duration of five (5) years or shorter? If so, for each such Facility please identify the jurisdiction in which the seller's Facility is located, the identity of the seller and whether the seller is a QF, the contracted duration of the PPA, and whether the transaction involved the purchase or sale of RECs.

[Signature Page Follows]

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/S/

Richard L. Whitt
RLWhitt@AustinRogersPA.com
AUSTIN & ROGERS, P.A.
508 Hampton Street, Suite 300
Columbia, South Carolina 29201
(803) 251-7442
Attorney for Southern Current LLC; Adger Solar, LLC; NARENCO, Ecoplexus, Inc., and the Complainants.

October 13, 2017
Columbia, South Carolina

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BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2017-281-E

IN RE: Shorthorn Solar, LLC; Rollins Solar, LLC; Juniper Solar, LLC; Meslam Solar, LLC; Culpepper Solar, LLC; Ashley Solar, LLC; Jefferson Solar, LLC; Madison Solar, LLC; Fairfield Solar, LLC; Bell Solar, LLC; Webster Solar, LLC; B&K Solar, LLC; GEB Solar, LLC; Ross Solar, LLC; Summerton Solar Farm, LLC; Clarendon Solar Farm, LLC; Azalea Solar LLC; Cardinal Solar LLC; Sunflower Solar LLC; Cosmos Solar LLC; Zinnia Solar LLC; Chester PV1, LLC; Ninety-Six PV1, LLC; Newberry PV1, LLC; Bradley PV1, LLC; Jonesville PV1, LLC; Ft. Lawn PV1, LLC; and Mt. Croghan PV1, LLC, Complainants/Petitioners, v. Duke Energy Carolinas, LLC and Duke Energy Progress, LLC, Defendants/Respondents.	)	**FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO DUKE ENERGY CAROLINAS, LLC**

The above-named Complainants/Petitioners, by through their legal counsel, pursuant to Rule 103-833(C), of the Rules of Practice and Procedure of the South Carolina Public Service Commission, hereby serves the Defendant/Respondent, Duke Energy Carolinas, LLC, with Complainants/Petitioners' First Requests for Production of Documents. Please forward to the undersigned, on or before November 1, 2017, your responses to the following Requests:

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INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. As used herein, (i) "all " "any," and "each" encompass any and all; (ii) "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses; (in) the singular includes the plural and vice versa; and (iv) "including" means "including, without limitation."

2. Unless otherwise stated, the relevant time period for these Requests is from August 30, 2014, until the present.

3. If Your answer is based on information and belief, specify and identify the source of the information and the grounds for the belief.

4. Answer each Request separately and fully in writing under oath, unless You object to the Request, or withhold information on the ground of privilege or otherwise, in which event state the reasons for the objection or privilege, and answer to the extent You do not object or claim privilege.

5. Furnish all requested information known to, possessed by, or available to You.

6. The knowledge of Your agents, employees, or consultants is Your knowledge so that if Your agents, employees, or consultants have knowledge of the information Requested herein. You must incorporate said knowledge into Your answers.

7. If You are unable to answer fully after exercising reasonable due diligence, answer to the fullest extent possible and explain Your inability to answer the remainder.

8. If precise information requested is unknown to You, state the best approximation and basis for this approximation.

9. No Request limits the scope of any other Request.

10. Where a Request calls for an answer in more than one part, answer each part separately so that Your answer is clearly understandable.

11. Your obligation to produce Documents is not limited to Documents in Your physical possession. You must also produce all Documents that You have the right or ability to obtain on demand.

12. If any Document requested was at one time in existence, but is either no longer in existence or has been lost, state for each such Document: (1) the type of Document; (2) the subject matter of the Document; (3) the date upon which the Document ceased to exist or was lost; (4) the circumstances under which the Document ceased to exist or was lost; (5) the identity of all Persons having knowledge of the circumstances under which the Document ceased to exist or was lost; and (6) the identity of all persons having knowledge of the contents of said Document.

13. If You are asserting the attorney-client privilege, work product doctrine, or any other privilege or basis as the justification for Your failure to produce any Document or respond to any Request, describe the factual basis for Your claim of privilege, including: (1) the nature of the Document or information, including a summary statement of the subject matter in sufficient detail to permit a determination regarding the validity of Your claim of privilege; (2) the identity of the sender(s) of the Document; (3) the identity of the author(s) of the Document; (4) the identity of the recipient(s) of the Document; (5) the job title of each person named in subparts (2) - (4) above; (6) the recipients of each copy and the names appearing on any circulation list; (7) the date or approximate date of the Document; (8) the name of each Person to whom the original or any copy was circulated; and (9); an explanation of the basis for assertion of the privilege or protection of the Document.

14. Physically or electronically segregate Documents produced in response to a particular Request from Documents produced in response to any other particular Request, and identify the Request to which they are responsive. If a Document is responsive to more than one particular Request, specify each Request to which such Document is responsive.

15. In producing Documents pursuant to a Request, please mark the documents with the specific data request number pursuant to which the Documents are being produced and mark each page of each Document produced with a Bates number.

16. All Documents derived from word processing programs, email applications, instant message logs, spreadsheets, and wherever else practicable should be produced in text searchable Portable Document Format ("pdf) format. Spreadsheets should be provided in their native form.

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17. These Requests are continuing in nature, such that You must provide a supplemental response if and when You discover, obtain, or recollect other or further information responsive to any Request. In addition, You must amend the answer to any Request if and when You discover or ascertain that the answer was incorrect.

18. Please provide responses to the following data requests electronically. To the extent this is impracticable, the responses, including any responsive Documents, should be provided at the offices of Austin & Rogers, P.A., 508 Hampton Street, Suite 300 Columbia, South Carolina 29201, or some mutually convenient location otherwise agreed to by the parties.

DEFINITIONS

1. **"Affiliate"** means "affiliate" as defined by Rule 501(b) of Regulation D of the Securities and Exchange Commission and, with respect to any particular Facility, also any joint venturer or other partner; and includes, but is not limited to, Duke Energy Progress, LLC, Duke Energy Renewables LLC and any subsidiary or affiliate thereof; Duke Energy Ohio, Duke Energy Indiana, Duke Energy Florida, Duke Energy Kentucky, and Duke Energy Puerto Rico.

2. **"Commission"** means the South Carolina Public Service Commission.

3. **"Communication"** means the transmittal of information in the form of facts, ideas, Documents, inquiries, or otherwise, including every discussion, conversation, conference, or telephone call.

4. **"Complaint"** means the Complaint filed in this Docket on August 31, 2017.

5. **"Concerning"** means relating to, referring to, describing, evidencing, or constituting.

6. **"DEC"** means Duke Energy Carolinas, LLC.

7. **"Docket"** means Commission Docket 2017-281-E.

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8. **"Documents"** or **"Document"** means any and all writings, drawings, graphs, charts, photographs, memoranda, letters, facsimiles, telexes, correspondence, e-mail, memoranda, notes, work, papers, reports, invoices, receipts, estimates, ledgers, books of account, checks, check stubs, minutes or records of meetings or conferences, summaries of negotiations, directives, interviews, transcripts, notations of conversations, telephone calls or meetings, calendars, appointments books, diaries, journals, agenda, computer or other business machine entries, including the original and all non-identical copies and drafts and every document known to You, Your representatives or other persons acting on Your behalf, or any other data compilations from which information can be obtained or translated. A draft or non-identical copy is a separate Document.

9. **"Duke Energy Renewables"** means Duke Energy Renewables LLC.

10. **"Facility" or "Facilities"** means a solar photovoltaic electric generating facility(ies).

11. **"Identify,"** when referring to a Person, means to give, to the extent known, the Person's full name, present or last known address, and when referring to a natural Person, additionally, the present or last known place of employment.

12. **"Identify,"** when referring to Documents, means to give, to the extent known, the (i) type of Document; (ii) general subject matter; (iii) date of the Document; and (iv) authors, addressees and recipients.

13. **"Identify,"** when referring to an oral Communication, means to give, to the extent known, the identity of the speaker and of each Person who was present when the Communication was spoken, and the substance, date, and place of such Communication.

14. **"Identity,"** when referring to a Person that is not a natural Person, means to additionally provide at least one name of a natural Person representative of such Person and the telephone number of that natural Person.

15. **"Lender"** means a Person providing a Loan.

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16. **"Loan"** means a loan of money or extension of credit (including any financing lease, back leverage financing, letters of credit, or credit derivative arrangement) for (a) construction, term, or permanent financing or refinancing; (b) working capital or other ordinary business requirements (including for the maintenance, repair, replacement, or improvement of a Facility); (c) any development financing, bridge financing, credit support, and related credit enhancement or interest rate, currency, weather, or RECs Concerning the development, construction, or operation of a Facility; or (d) the purchase of a Facility.

17. **"Operations Date"** means the first date upon which a Facility delivers electricity to any Person, including an RTO or ISO.

18. **"Person"** means any natural person or any business, legal, or governmental entity or association.

19. **"Power Purchase Agreement"** or **"PPA"** means any agreement Concerning the purchase and sale of energy and/or capacity.

20. **"PURPA"** means the Public Utility Regulatory Policies Act of 1978.

21. **"RECs"** means any and all renewable energy certificates, renewable energy credits, credits, benefits, emissions reductions, emission reduction credits, Carbon credits, offsets, and allowances, howsoever entitled, attributable to the generation of energy by a Facility, the use of such energy, and/or such energy's displacement of conventional energy generation, including any and all renewable or environmental characteristics and benefits of the energy generated by a Facility, including without limitation any certifications issued by a renewable generation information system of a regional transmission organization, independent system operator, or of any North American Electric Reliability Corporation regional entity, or certified or certifiable by the Center for Resource Solutions.

22. **"Respondents"** means Duke Energy Carolinas, LLC and Duke Energy Progress, LLC.

23. **"Tax Benefit"** means any state, local or federal production tax credit, tax deduction, cash grant, bonus depreciation, or investment tax credit specific to the production of renewable energy or investments in renewable energy facilities.

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24. **"Tax Investment Agreement"** means an agreement Concerning purchase, sale, use, or ownership of Tax Benefits, tax equity investment, inverted lease, sale-leaseback, lease, tax lease, partnership flip, target yield flip, Tax Benefit pass-through, call option sale, or other monetization of or sale of Tax Benefits.

25. **"Tax Investor"** means any Person that is a party to a Tax Investment Agreement or a direct or indirect beneficiary of a Tax Benefit.

26. **"You"** means Respondent, Duke Energy Carolinas, LLC and **"Your"** means belonging to You.

FIRST REQUESTS FOR PRODUCTION

1. Please provide copies all Documents, as broadly defined herein, related to Your answers to each Interrogatory in the First Set of Interrogatories to Duke Energy Carolinas, LLC.

2. Please provide copies of all Documents or Correspondence related to Your decision to offer developers of solar Qualifying Facilities in South Carolina not eligible for standard rates and terms PPAs with a maximum duration of five (5) years. To the extent Your decision relied on or shared a rationale with Your decision not to offer developers of Solar QFs in North Carolina jurisdiction not eligible for standard-offer contracts PPAs with a term longer than five (5) years, please provide copies of all Documents or Correspondence related to that decision.

3. For any Facility identified in response to Interrogatory No. 6, that generates or is intended to generate revenues from sales under a PPA, please provide copies the following:

   a. The PPA under which the Facility generates or is intended to generate revenue;

   b. All Documents Concerning projections of, or reporting of financial performance of the Facility, including: (i) any Documents provided to any Investor, Lender, or Tax Investor, and (ii) any Documents developed for internal use by You or any Affiliate of You.

   c. All Documents Concerning margins, profits, rates of return, or return on equity made, earned, or otherwise obtained by You or any of Your Affiliates Concerning any such Facility.

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d. All documents Concerning the financing of the Facility, including Loan Agreements and Tax Equity Agreements.

4. For any Facility identified in response to Interrogatory No. 6, that generates or is intended to generate revenues from sales under a PPA, and which You or Your Affiliate acquired from another Person, please provide copies of:

a. all Documents, including internal memoranda, studies, and Communications, by which You or Your Affiliate evaluated whether to acquire such Facility, including any evaluation Concerning any aspect of the PPA for the Facility;

b. all Documents Concerning projections of, or reporting of financial performance of the Facility or of any Person directly or indirectly owning the Facility, including any Documents provided to any Investor, Lender, or Tax Investor, and any developed solely for internal use by You or any Affiliate of You.

5. Please provide copies of the PPAs identified in response to Interrogatory No. 10 and Interrogatory No. 11.

6. Please provide copies of all Documents and Communications, including internal studies, reports, or memoranda, concerning the ability of QFs to obtain financing for the construction of solar facilities under PPAs with a maximum duration of five (5) years.

[Signature Page Follows]

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/S/

Richard L. Whitt
RLWhitt@AustinRogersPA.com
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508 Hampton Street, Suite 300
Columbia, South Carolina 29201
(803) 251-7442
Attorney for Southern Current LLC; Adger Solar, LLC; NARENCO, Ecoplexus, Inc., and the Complainants.

October 13, 2017
Columbia, South Carolina

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BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2017-281-E

IN RE: Shorthorn Solar, LLC; Rollins Solar, LLC; Juniper Solar, LLC; Meslam Solar, LLC; Culpepper Solar, LLC; Ashley Solar, LLC; Jefferson Solar, LLC; Madison Solar, LLC; Fairfield Solar, LLC; Bell Solar, LLC; Webster Solar, LLC; B&K Solar, LLC; GEB Solar, LLC; Ross Solar, LLC; Summerton Solar Farm, LLC; Clarendon Solar Farm, LLC; Azalea Solar LLC; Cardinal Solar LLC; Sunflower Solar LLC; Cosmos Solar LLC; Zinnia Solar LLC; Chester PV1, LLC; Ninety-Six PV1, LLC; Newberry PV1, LLC; Bradley PV1, LLC; Jonesville PV1, LLC; Ft. Lawn PV1, LLC; and Mt. Croghan PV1, LLC,	)	**CERTIFICATE OF SERVICE**
Complainants/Petitioners,	)	
v.	)	
Duke Energy Carolinas, LLC and Duke Energy Progress, LLC,	)	
Defendants/Respondents.	)	

I, Carrie A. Schurg, an employee of Austin & Rogers, P.A., certify that I have served the First Set of Interrogatories to Duke Energy Carolians, LLC and First Requests for Production to Duke Energy Carolinas, LLC, Cover Sheet, and this Certificate of Service, via electronic mail on October 13, 2017, as indicated on the following page.

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/s/_____
Carrie A. Schurg

October 13, 2017
Columbia, South Carolina

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