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MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (this "MOU") is made as of September 16, 2020 (the "Effective Date"), by and among Duke Energy Carolinas, LLC ("DEC"); Duke Energy Progress, LLC ("DEP" and together with DEC, the "Companies"); North Carolina Sustainable Energy Association; Southern Environmental Law Center on behalf of South Carolina Coastal Conservation League, Southern Alliance for Clean Energy, and Upstate Forever; Sunrun Inc.; and Vote Solar (collectively, "Clean Energy Advocates") (the Clean Energy Advocates together with the Companies are referred to as the "Parties" and individually as a "Party").

Background: S.C. Act No. 62 of 2019 ("Act 62") requires the Public Service Commission of South Carolina (the "PSCSC") to approve requirements for a new net energy metering ("NEM") program in South Carolina (the "Solar Choice Program"). The Companies are required to submit to the PSCSC proposed tariffs for both residential and non-residential customers under the Solar Choice Program (each such tariff, a "Solar Choice Tariff").

The Parties have worked in good-faith to develop a common set of terms to (i) advance the next generation of NEM under Act 62, (ii) provide customers an opportunity to manage demand and reduce strain on the power grid, and (iii) ensure a better energy future in North Carolina and South Carolina. The Parties describe herein the proposed, comprehensive resolution of issues related to the Solar Choice Tariffs.

The Parties intend to work collaboratively to advance the terms of this MOU, including engaging other stakeholders on this matter in advance of filing the Solar Choice Tariffs in South Carolina and to obtain the PSCSC and the North Carolina Utilities Commission ("NCUC") approvals necessary to effectuate this MOU. The Parties ultimately desire to avoid a contentious adversarial proceeding before the PSCSC or the NCUC by collaborating to implement the Solar Choice Tariffs within the spirit of Act 62 and North Carolina law.

This MOU sets forth certain non-binding understandings and certain binding agreements among the Parties intended to cooperatively advance the Solar Choice Program. Except as expressly set forth in the section of this MOU titled "Binding Agreements," nothing in this MOU constitutes a legally binding agreement of the Parties.

NON-BINDING UNDERSTANDINGS

The following paragraphs numbered 1 through 5 in this non-binding understandings section do not constitute legally binding agreements of any Party.

1. The Companies would propose interim Solar Choice Tariffs (the "Interim Solar Choice Tariffs") to the PSCSC upon the terms and conditions on Exhibit A. The Interim Solar Choice Tariffs would be available for customers submitting applications for the Solar Choice Program from June 1, 2021, through and including December 31, 2021.

2. The Companies would propose permanent Solar Choice Tariffs (the "Permanent Solar Choice Tariffs") to the PSCSC upon the terms and conditions on Exhibit B. The Permanent

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Solar Choice Tariffs would be available to customers submitting applications for the Solar Choice Program after December 31, 2021.

3. The Companies would propose incentives (the "Incentives") in conjunction with the Permanent Solar Choice Tariffs to the PSCSC and the NCUC upon the terms and conditions on Exhibit C.

4. The Parties would also undertake the following:

a. The Companies would explore a Solar Choice program tailored to low-income customers as a potential future energy efficiency ("EE") or demand response program, in consultation with stakeholders.

b. The Parties would review and provide feedback on the Companies' marketing materials and disclosures for customers to ensure customer communications are transparent and understandable, and that customers are educated on the Solar Choice Tariffs and Incentives, including the mechanics of the rate structure therein.

c. The Companies agree to be included in a list of supporters for efforts in South Carolina to pass a residential property tax exemption via budget proviso or standalone legislation in the 2021 legislative session. This does not obligate the Companies to lobby for or otherwise explain the rationale for such exemption to legislators or policy makers. This support is only available if no new net metering-related legislation by efforts of the Parties is pending when the property tax exemption is proposed. In addition, the Companies shall have the right to review and approve any written documents that list it as a supporter.

d. The Parties would support the classification of the Companies' costs to pursue and effectuate the proposed resolution described in this MOU as appropriate for deferral and recovery consistent with Sections 15 and 16 of Act 62.

e. The Parties would support the proper collection of monthly avoided cost bill credits through the Fuel Clause.

f. Under the proposed resolution, at the transfer year (2025 for NEM customers under Act 236 and 2029 Solar Choice Program customers under Act 62), existing NEM solar customers would be given the option to switch to the Permanent Solar Choice Tariffs. If the NEM solar customers elect not to be on that rate, they could stay on the standard residential tariff but any volumetric price increase after the transfer year would be placed in a non-bypassable charge based on their system size for the remaining life of the system, as well as be put on monthly netting. The existing NEM customer would also be assessed a minimum bill set at $10 more than the Basic Facilities Charge ("BFC") at that time. This minimum bill will be applied in the same manner as the Monthly Minimum Bill ("MMB") in the Permanent Solar Choice Tariffs, in that it will recover customer and distribution

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costs. The minimum bill charge is reduced by the Basic Facilities Charge (BFC) and the portion of the customer's monthly volumetric energy charges specific to customer and distribution costs.

5. **Interconnection**. The Companies and Sunrun Inc. intend to continue to work together to enhance and streamline NEM interconnection processes in South Carolina.

BINDING AGREEMENTS

The following paragraphs numbered 1 through 9 in this binding agreements section are the only binding agreements of the Parties in this MOU.

1. **Advocacy**. All Parties will support and advocate for the approval of the proposed resolution described in this MOU before media, stakeholders, social media outlets, the PSCSC, Office of Regulatory Staff, NCUC, and Public Staff. Regardless of whether the proposed resolution is approved by the PSCSC or the NCUC or both, no Party will publicly disparage the efforts of any other Party relating to the proposed resolution or this MOU.

2. **Media**. During ongoing negotiations and during subsequent stakeholder engagement (pre-filing or post-filing of NEM-related filings at the PSCSC or NCUC), the Parties agree to positively characterize each other's collaboration at public events and in the media (including social media) and will refer to this proposal as the next evolution of retail rate NEM and a major advancement to the solar industry and energy efficiency efforts in South Carolina and/or North Carolina. The Parties agree to cooperate in good faith and in support of all required approvals of this effort and each other on this matter until the time the PSCSC and the NCUC issue a final order.

3. **Joinder**. The Parties acknowledge and agree that additional entities (each, a "Joining Party") may, from time to time, execute a Joinder Agreement (a "Joinder") substantially in the form of Exhibit D to join the Parties' collaborative efforts under this MOU. The Parties further acknowledge that upon agreement by the Parties, execution of such a Joinder by DEC, DEP, and a Joining Party, such Joining Party shall be considered a "Party" hereunder without any further action on behalf of the other Parties.

4. **Governing Law**. This MOU shall be governed by the laws of the State of South Carolina, excluding its conflict of laws principles. Any claim or action arising out of or relating to this letter of intent shall be commenced and heard in the state and federal courts for Greenville County, South Carolina, and the Parties consent and submit to the jurisdiction and venue of those courts.

5. **Relationship between the Parties**. Nothing in this MOU shall be construed as creating a partnership, association or joint venture between or among any Parties. No Party shall have any power or authority to enter into any commitment on behalf of or otherwise bind any other on any matter. No employee of Party shall be deemed to be an employee of any other.

6. **No Assignment**. Neither this MOU, nor any rights or obligations hereunder, may be assigned, delegated, or conveyed by any Party without prior written consent of each other Party.

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7. **No Third-Party Beneficiaries**. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this MOU.

8. **Counterparts**. This MOU may be executed in any number of counterparts. Each counterpart shall constitute an original, and all such counterparts shall constitute one and the same agreement.

9. **Entire Agreement**. This binding agreements section is the entire agreement of the Parties relating to the subject matter herein and supersedes all prior agreements, understandings and negotiations regarding the same. This MOU may be amended only by a written agreement signed by all Parties.

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The Parties execute this MOU as of the Effective Date.

DUKE ENERGY CAROLINAS, LLC

By: Heather Shirley Smith
Name: Heather Shirley Smith
Title: Deputy General Counsel

DUKE ENERGY PROGRESS, LLC

By: Heather Shirley Smith
Name: Heather Shirley Smith
Title: Deputy General Counsel

NORTH CAROLINA SUSTAINABLE ENERGY ASSOCIATION

By:_____
Name:
Title:

SOUTHERN ENVIRONMENTAL LAW CENTER (on behalf of South Carolina Coastal Conservation League, Southern Alliance for Clean Energy, and Upstate Forever)

By:_____
Name:
Title:

SUNRUN INC.

By:_____
Name:
Title:

VOTE SOLAR

By:_____
Name:
Title:

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DUKE ENERGY CAROLINAS, LLC

By:_____
Name:
Title:

DUKE ENERGY PROGRESS, LLC

By:_____
Name:
Title:

NORTH CAROLINA SUSTAINABLE ENERGY ASSOCIATION

By:_____
Name: Peter H. Ledford
Title: General Counsel and Director of Policy

SOUTHERN ENVIRONMENTAL LAW CENTER (on behalf of South Carolina Coastal Conservation League, Southern Alliance for Clean Energy, and Upstate Forever)

By:_____
Name:
Title:

SUNRUN INC.

By:_____
Name:
Title:

VOTE SOLAR

By:_____
Name:
Title:

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The Parties execute this MOU as of the Effective Date.

DUKE ENERGY CAROLINAS, LLC

By:_____
Name:
Title:

DUKE ENERGY PROGRESS, LLC

By:_____
Name:
Title:

NORTH CAROLINA SUSTAINABLE ENERGY ASSOCIATION

By:_____
Name:
Title:

SOUTHERN ENVIRONMENTAL LAW CENTER (on behalf of South Carolina Coastal Conservation League, Southern Alliance for Clean Energy, and Upstate Forever)

By:_____
Name: David L. Neal
Title: Senior Attorney

By:_____
Name: Katherine Lee
Title: Staff Attorney

SUNRUN INC.

By:_____
Name:
Title:

VOTE SOLAR

By:_____
Name:
Title:

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DUKE ENERGY CAROLINAS, LLC

By:_____
Name:
Title:

DUKE ENERGY PROGRESS, LLC

By:_____
Name:
Title:

NORTH CAROLINA SUSTAINABLE ENERGY ASSOCIATION

By:_____
Name:
Title:

SOUTHERN ENVIRONMENTAL LAW CENTER (on behalf of South Carolina Coastal Conservation League, Southern Alliance for Clean Energy, and Upstate Forever)

By:_____
Name:
Title:

SUNRUN INC.

By:_____
Name: Tyson Gatshead
Title: Director, Public Policy

VOTE SOLAR

By:_____
Name:
Title:

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The Parties execute this MOU as of the Effective Date.

DUKE ENERGY CAROLINAS, LLC

By:_____
Name:
Title:

DUKE ENERGY PROGRESS, LLC

By:_____
Name:
Title:

NORTH CAROLINA SUSTAINABLE ENERGY ASSOCIATION

By:_____
Name:
Title:

SOUTHERN ENVIRONMENTAL LAW CENTER (on behalf of South Carolina Coastal Conservation League, Southern Alliance for Clean Energy, and Upstate Forever)

By:_____
Name:
Title:

SUNRUN INC.

By:_____
Name:
Title:

VOTE SOLAR

By: Thadeus B. Culley
Name: Thadeus B. Culley
Title: Sr. Regional Director and Regulatory Counsel, Vote Solar

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Exhibit A

Proposed Resolution
Interim Solar Choice Tariffs for South Carolina Residential Customers

- In South Carolina, applications received from June 1, 2021, through and including December 31, 2021, all residential customers will remain on their existing rate schedule (e.g. RS, RES, R-TOUD, etc.) until May 31, 2029. These customers will be placed on a new net metering rider, which will include monthly netting with net excess energy credited at avoided cost (i.e. the new netting policy) and non-bypassable charges for costs not directly related to the provision of electric service for each applicant. This includes costs such as energy efficiency costs, cyber security costs, storm cost recovery and similar costs.

- This interim rate period is necessary for the Companies to continue to offer an option for customers to adopt solar while the Companies work to switch over to their new billing system to efficiently bill the new Permanent Solar Choice Tariffs effective January 1, 2022. NEM under the Interim Solar Choice Tariffs will be billed manually for applications received during that interim period.

- Customers under the Interim Solar Choice Tariffs will be allowed on this structure until May 31, 2029, at which point they will be given the option to switch to the Permanent Solar Choice Tariffs. If they elect not to be on the Permanent Solar Choice Tariffs, they can stay on the standard residential tariff but any volumetric price increase after their transfer year will be placed in a non-bypassable charge based on the estimated total solar energy production of their system size for the remaining life of the system. The solar customer will also be assessed a minimum bill set at $10 more than the BFC at that time. This minimum bill will be applied in the same manner as the Monthly Minimum Bill ("MMB") in the Permanent Solar Choice Tariffs, in that it will recover some portion of the Companies' estimated customer and distribution costs. The minimum bill charge is reduced by the Basic Facilities Charge (BFC) and the portion of the customer's monthly volumetric energy charges specific to customer and distribution costs.

- Between June 1, 2021, and December 31, 2021, there will be a monthly cap on solar applications of 1.2 MW for DEC and 300 kW for DEP per month. If the monthly cap is reached and a customer still wants to install solar under an Interim Solar Choice Tariff through 2029, the customer must withdraw its application and submit it again the next month, but there is no assurance that capacity will be available. There will not be a waiting list due to the acknowledged administrative burden. If there is no capacity available under the Interim Solar Choice Tariff at the end of the Interim Solar Choice Tariff period, the Parties will consider whether adjustments to the interconnection process are required to ensure the customer's interconnection request is not prematurely withdrawn from the interconnection queue until the period of time when a Permanent Solar Choice Tariff is available and the customer will be placed on that tariff once it is available.

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- The Interim Solar Choice Tariffs may be incorporated into the Permanent Solar Choice Tariff if the Companies determine this is prudent. This provision is relevant to the form of the Solar Choice Tariffs but will not change any of the policies or pricing.

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Exhibit B

Proposed Resolution
South Carolina Permanent Solar Choice Tariffs

Residential Customer Generators

- The sole Permanent Solar Choice Tariff for residential solar PV customer generators is a Critical Peak Pricing ("CPP") Time of Use ("TOU") tariff and residential solar customer generators must receive service under this tariff (with the exception of the Interim Solar Choice Tariff outlined above). This rate schedule will only apply to partial requirements rooftop solar customers.

	Prices without Riders and before future fuel cost adjustments (c/kWh)	
	DEC SC	DEP SC
Peak	15.4444	16.140
Off-Peak	9.0270	9.805
Super-Off-Peak	6.2952	7.294
Critical Peak*	25	25

* Price for peak hours on up to 20 Company-designated Critical Price days per year

- TOU Periods (all times in Eastern Prevailing Time)
  - Annual On-peak period will be from 6:00 pm – 9:00 pm
  - Additional December-February On-peak from 6:00 am – 9:00 am
  - March-November Super Off-peak from 12:00 am – 6:00 am
- A Monthly Grid Access Fee ("GAF") is intended to recover distribution costs of customers with system sizes greater than 15 kW-dc, which are larger than for the average customer. To design the GAF, the average maximum demand for customers with greater than 15 kW-dc systems was determined and applied the distribution unit cost to estimate the total distribution cost. The GAF was then set to the level that would recover this cost minus the portion already recovered in through the minimum bill. The GAF would be applied to the nameplate capacity in excess of 15 kW-dc. The GAF until the implementation of any future rate cases in DEC-SC or DEP-SC will be:
  - DEC GAF: $5.86/kW - dc/month
  - DEP GAF: $3.95/kW - dc/month
- Monthly Minimum Bill ("MMB") recovers customer and distribution costs applied after riders but before GAF, any non-bypassable charges, or excess energy credit. The MMB would be $30 to ensure recovery of customer and distribution costs from solar choice

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customers. The $30 MMB is reduced by the Basic Facilities Charge (BFC) and the portion of the customer's monthly volumetric energy charges specific to customer and distribution costs. If the combination of the BFC, specific volumetric energy charges, and bypassable riders is less than $30, then the MMB charge is equal to the difference. Any avoided cost bill credits for net excess energy can be used to reduce a customer's bill after the MMB has been applied.

- BFC of $13.09 for DEC and $14.63 for DEP and will change in accordance with any future changes in the BFC for the residential TOU rate schedules. The Parties are not limited in their ability to litigate issues related to the amount or calculation of the BFC.
- Monthly excess net exports are credited at an annualized rate (weighted average rate for all hours assuming a fixed block of energy) for avoided energy cost as specified by the per kWh rates and charges in Schedule PP - Purchased Power (DEC) and SC Schedule PP – Purchased Power (DEP).
    - The Companies will maintain the fixed block of energy methodology that is used in Rider RNM but reserves the right to use a solar energy profile instead.
    - The Companies will maintain the practice of using an annualized rate but reserve the right to use different rates for each month instead.
- All costs related to Demand Side Management ("DSM")/EE, storm cost recovery, and cyber security are non-bypassable with the option of proposing new components to the non-bypassable list of charges with no direct link to customer kWh usage. Inclusion of additional possible Solar Choice Program costs would be handled in separate proceedings and rate cases.
    - Unless the Commission requires production meters to measure the actual solar production at each location, non-bypassable cost recovery would be a monthly non-volumetric charge based on customer-generator system capacity with a modeled annual capacity factor representing the system's entire output.
- Imports and exports will be netted within each TOU pricing period initially, and net exports during that pricing period are credited at avoided cost as explained above. CPP applies to all imports during the CPP hours. Any energy exports during the CPP hours will be netted against peak imports, not the Critical Peak imports
- Renewable energy certificate ("RECs") for all solar generation will be transferred to the Companies upon being placed on the rate for the length of time the customer enrolls in a Permanent Solar Choice Tariff.
- The designation of critical peak pricing days and hours will be set daily and will be posted daily on the Companies' website as the official customer notification. Additionally, the designation of CPP will be communicated to Customers by other means, including but not limited to email if desired and optionally through text message, again as desired by such Customers.

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- The Companies could shift the CPP hours (but not the TOU hours) by 1 hour if it becomes necessary to avoid snap-back. The total number of CPP hours per day would remain the same regardless of any shift.
    - The peak hours would be used to provide flexibility for system operations.
- The Companies will maintain the TOU hours as defined above for enrolled customers (re: peak/off-peak/super-off-peak) for at least 10 years.
- The Companies will keep the general rate structure consisting of volumetric time varying rates and no demand charges described in this Permanent Solar Choice Tariff open to customers for at least 10 years.
- The Companies will develop an online savings calculator that will be shared and previewed with the settling parties for feedback within two years of the Permanent Solar Choice Tariff's implementation.

Non-Residential Customer Generators

- Non-residential customer generators applying for interconnection after June 1, 2021, will be served under their existing tariff and the Solar Choice Program rider, which will include monthly netting of excess energy.
- Monthly net excess energy will be applied as a bill credit at the same rate as residential customer generators. At the Companies' discretion, non-residential customer generators with systems less than 30 kW may be transitioned to a mandatory TOU rate and, prior to filing, Duke would work with interested stakeholders to develop a plan for this transition.

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Exhibit C

Proposed Resolution
The Incentives

- The Companies will offer a cumulative $0.39/Watt-dc incentive for new NEM customers eligible for rate schedule RE under the Solar Choice Program. The upfront rooftop solar incentive is $0.36/Watt-dc (the "Rooftop Incentive") and may be assigned to a solar leasing company if the customer is in a lease arrangement. In order to be eligible for the Rooftop Incentive, the customer must also participate in a winter smart thermostat program ("Winter BYOT") and will be compensated for its participation in accordance with the Winter BYOT program rules (the "Winter BYOT Incentive"). The proposed Winter BYOT Incentive provides an initial one-time bill credit of $75, and after 12 months of participation, customers receive an additional annual bill credit of $25. Together, these two programs comprise the cumulative $0.39/Watt-dc incentive mentioned above.
- If a customer overrides more than the Winter BYOT program allows, they must pay back a prorated share of the Rooftop Incentive for every year that allowance is exceeded (total incentive divided by 25 years).
    - If a customer unenrolls in the Winter BYOT program, the customer must pay a prorated portion of the Rooftop Incentive back to the Companies.
- Customers not willing or able to install a qualified smart thermostat enrolled in a Winter BYOT program are not eligible for the Rooftop Incentive.
- Customers must sign a contractual agreement to remain enrolled in the Companies' Winter BYOT program for 25 years. There will be no penalty if customers move out of the residence before the expiration of this provision.
- Solar Choice Program customers will be provided a 25-year contract with grandfathering tied to the system for the incentive and other components of the Solar Choice Tariff structure including monthly netting, TOU-CPP (though time windows may change after 10 years), and no demand charges.
- To ensure broad technology inclusion, the Companies will work with stakeholders to identify other peak load reduction technologies that can be paired with solar in addition to a Winter BYOT enrolled thermostat. The minimum qualification is that the technology must lead to a reliable reduction of at least ~1 kW per hour during peak winter hours. The Companies are to file such a program by June 1, 2022.
- System performance metrics for the Incentives will be determined at a later date.
- Both the Rooftop Incentive and Winter BYOT Incentive must be approved by both the PSCSC and the NCUC in order to be offered by the Companies. DSM/energy efficiency

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programs costs are allocated across both jurisdictions in order for the program to be cost effective under traditional tests. Thus, the Incentives will not be available in South Carolina until both PSCSC and the NCUC approve.

- The Parties agree that in order to address potential changes in market conditions that may negatively impact free-ridership and program cost effectiveness, the Companies may adjust programmatic incentive levels. Such incentive adjustments may occur no earlier than January 1, 2024.
- The Parties agree that the CPP TOU tariff structure will be effective January 1, 2022 whether the Incentives are approved by that time or not.
- The Parties understand that the Companies' "basic" option is the TOU rate, and the Incentives are an overlay to that rate. If the Incentives, as contemplated in this MOU, do not receive approval from both the PSCSC and the NCUC, the TOU rate structure will remain in effect as the basic option.

The Parties would vigorously advocate in North Carolina and South Carolina for approval of the incentives described above as well as full lost revenue recovery and shared savings incentives that are part of the EE program. The Parties would vigorously advocate for the TOU rate as a combined offering which complies with Act 62, and would work in good faith to ensure that the details of the combined offering submitted to the PSCSC and the NCUC complies with the requirements of Act 62 and supportive of advancement of these options in accordance with North Carolina law. Furthermore, the Parties recognize that their support of the proposed resolution is based on the interlocking components of the entire proposal and that if the PSCSC or the NCUC rejects any one aspect of the proposed resolution, then it may require renegotiation of other aspects of the proposed resolution. The Parties would work in good faith to negotiate any changes that may be necessitated by a rejection or amendment by the PSCSC or the NCUC of any material aspect of the proposed resolution.

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Exhibit D

Joinder Agreement

JOINDER AGREEMENT

The undersigned, _____ (the "Joining Party"), hereby acknowledges receipt and an opportunity to review that certain Memorandum of Understanding entered into by and among Duke Energy Carolinas, LLC; Duke Energy Progress, LLC; North Carolina Sustainable Energy Association; Southern Environmental Law Center on behalf of South Carolina Coastal Conservation League, Southern Alliance for Clean Energy, and Upstate Forever; Sunrun Inc.; and Vote Solar dated _____ 2020 (the "MOU"). The undersigned further agrees to be bound by the terms of the MOU in accordance with its terms in consideration for the non-binding understandings and binding agreements set forth therein. As such, the Joining Party shall be considered a "Party" under the MOU.

This Joinder Agreement is made effective this __ day of _____, 2020.

_____
By:

ACKNOWLEDGED AND AGREED:

DUKE ENERGY CAROLINAS, LLC

By:_____
Name:
Title:

DUKE ENERGY PROGRESS, LLC

By:_____
Name:
Title:

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JOINDER AGREEMENT

The undersigned, Solar Energy Industries Association (the "Joining Party"), hereby acknowledges receipt and an opportunity to review that certain Memorandum of Understanding entered into by and among Duke Energy Carolinas, LLC; Duke Energy Progress, LLC; North Carolina Sustainable Energy Association; Southern Environmental Law Center on behalf of South Carolina Coastal Conservation League, Southern Alliance for Clean Energy, and Upstate Forever; Sunrun Inc.; and Vote Solar dated September 16, 2020 (the "MOU"). The undersigned further agrees to be bound by the terms of the MOU in accordance with its terms in consideration for the non-binding understandings and binding agreements set forth therein. As such, the Joining Party shall be considered a "Party" under the MOU.

This Joinder Agreement is made effective this 2nd day of December, 2020.

SOLAR ENERGY INDUSTRIES ASSOCIATION

By:_____
Name: Sean Gallagher
Title: VP, State Affairs

ACKNOWLEDGED AND AGREED:

DUKE ENERGY CAROLINAS, LLC

By:_____
Name: Heather Shirley Smith
Title: Deputy General Counsel

DUKE ENERGY PROGRESS, LLC

By:_____
Name: Heather Shirley Smith
Title: Deputy General Counsel