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

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.	)	**DUKE ENERGY CAROLINAS, LLC AND DUKE ENERGY PROGRESS, LLC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO THE ECOPLEXUS PROJECTS**

Duke Energy Carolinas, LLC and Duke Energy Progress, LLC by and 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 submit this first request for production of documents to the following entities: 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 (collectively "Ecoplexus Projects") of whom Ecoplexus, Inc. is the corporate parent. Please

forward to the undersigned on or before October 18, 2017, your responses to the following requests:

INSTRUCTIONS

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 Requests is from January 1, 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.

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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

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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.

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 Sowell, Gray, Robinson, Stepp & Laffitte, LLC, 1310 Gadsden Street, Columbia, South Carolina 29201, or some mutually convenient location otherwise agreed to by the parties.

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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.

2. **"Buyer"** means a purchaser under a Sales Contract.

3. **"Commission"** means the Public Service Commission of South Carolina.

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

5. **"Complaint"** means the Complaint filed by You in the Dockets on August 31, 2017.

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

7. **"DEP"** means Duke Energy Progress, LLC.

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

9. **"Docket"** means Commission Docket No. 2017-281-E.

10. **"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.

11. **"Facility"** means an electric generating facility.

12. **"FERC"** means the Federal Energy Regulatory Commission.

13. **"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.

14. **"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.

15. **"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.

16. **"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.

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

18. **"Loan"** means a loan of money or extension of credit (including any financing lease, backleverage 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

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enhancement or interest rate, currency, weather, or RECs Concerning the development, construction, or operation of a Facility; or (d) the purchase of a Facility.

19. **"Offered PURPA Terms"** means the terms and conditions, specifically including a five-year tenor, Communicated to Petitioners in response to Petitioner's request to sell the output of certain of the Project LLCs' Facilities to DEC and DEP under PURPA.

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

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

22. **"Petitioner" or "Petitioners"** means the Ecoplexus Projects which includes the following entities: 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 and of whom Ecoplexus, Inc. is the corporate parent.

23. **"Project LLCs"** means "the Petitioners as identified above.

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

25. **"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.

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26. **"Sales Contract"** means any contract or agreement Concerning the sale of energy or RECs.

27. **"Securities"** means any "security" as that term is defined in §2(a)(1) of the Securities Act of 1933 or any interest of any kind, including a membership or management interest, in a limited liability company.

28. **"Site Control"** means, for any Facility, "site control" as defined or used by the interconnection provider of such Facility.

29. **"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.

30. **"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.

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

32. **"YieldCo"** means a Person that owns Facilities or is a complete or partial entity owner or provides financing with a right to own or that has otherwise described itself to any Person as a "yieldco" or similar entity.

33. **"You"** means Ecoplexus Petitioners and **"Your"** means belonging to You.

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DUKE ENERGY CAROLINAS, LLC AND DUKE ENERY PROGRESS, LLC'S FIRST DATA REQUEST

1. Identity all of Your Affiliates, including YieldCos.

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

3. Please explain the meaning of the word "financing" as used by You in the Complaint filed in this Docket.

4. Please explain the meaning of the word "financeable" as used by You in the Complaint filed in this Docket.

5. Please explain the meaning of the word "refused" or "refusal" as used by You in paragraphs 13 and 14 of the Complaint filed in this Docket, and provide any Documents related to the alleged refusal identified in the Complaint.

6. Identify all Facilities with an Operations Date on or after January 1, 2014, (i) that You or any of Your Affiliates directly or indirectly own or have owned, (ii) in which You or any of Your Affiliates own or have owned Securities, (iii) to which You or any of Your Affiliates provide or have provided a Loan, or (iv) in which You or any of Your Affiliates have or had a Tax Investment.

   a. For each such Facility:

      i. Provide the Operations Date.

      ii. Provide the date of Site Control.

      iii. Describe the Facility's project financing and structure, including all sources and destinations of money.

      iv. Describe all Tax Benefits and Tax Investment Agreements.

      v. Identify all Tax Investors.

vi. Identify all Lenders.

vii. Identify all holders of Securities in any Persons that directly or indirectly own the Facility.

viii. Describe all subsidies, rebates, tax rebates, benefits, or anything of value provided by the federal government or any state, county, city, or subdivision thereof, other than what You have described as Tax Benefits or Tax Investment Agreements.

ix. Identify all other revenue streams anticipated to be created by the Facility including but not limited to renewable energy credits and environmental attributes howsoever defined.

b. For each such Facility, describe how You or Your Affiliate acquired such Facility.

i. For any Facility acquired in whole or in part from a Person that is not You or one of Your Affiliates:

1. Describe such acquisition, including dates and cost.

2. Identify any Sales Contract and its date.

3. At the time of the Sales Contract provided in 7.b.i.2, please describe the interconnection status of the Facility, specifically including whether an interconnection agreement had been tendered by the interconnecting utility or other interconnection provider and, if not, the date that an interconnection agreement was tendered to interconnect the Facility to the grid.

c. For each such Facility, provide all Documents Concerning projections of, or reporting of financial performance of the Facility or of any Person directly or

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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.

d. For each such Facility, describe:

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

   ii. all money Concerning Tax Benefits or Tax Investment Agreements that has been received or is expected to be received by any Person.

e. For each such Facility, describe Loan terms and whether the Lender has recourse to sources of repayment other than the Loan collateral.

f. For each such Facility, describe if there has been a transaction Concerning such Facility with a YieldCo, including any current or deferred sale to a YieldCo of Securities in an entity with an ownership interest in the Facility.

g. For each such Facility, provide a copy of all Internal Revenue Service Private Letter Rulings.

h. For each such Facility, provide any and all (i) existing, (ii) in effect, (iii) not in effect, (iv) prior, or (v) terminated:

   i. Sales Contracts.

   ii. agreements Concerning any Loan.

   iii. limited liability company operating agreements.

   iv. agreements Concerning any partnership.

   v. agreements Concerning any joint venture.

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vi. agreements Concerning any lease or sale leaseback.

vii. agreements with the United States Department of Agriculture or instrumentality thereof, including any loan guarantee.

viii. Tax Investment Agreements.

i. Identify by providing the FERC docket number or produce all Form 556 filed by You with the FERC related to the Facilities identified in response to this Request.

7. List all Securities that You or any of Your Affiliates have, on or after January 1, 2014, sold or offered to sell to any Person.

8. List all Persons to whom You or any of Your Affiliates have, on or after January 1, 2014, sold or offered to sell any Securities.

a. Identify all of the foregoing Persons that Communicated to You that such Person would not purchase such Securities because of any term or condition of a Sales Contract Concerning any Facility.

b. Provide all Documents Concerning all such Communication.

9. List all Persons to whom You or any of Your Affiliates have, on or after January 1, 2014, asked to be a Tax Investor Concerning any Facility.

a. Identify all of the foregoing Persons that Communicated to You that such Person would not be a Tax Investor because of any term or condition of a Sales Contract Concerning the Facility.

b. For any Persons identified above that are Tax Investors in a Facility, describe any ownership interest of any such persons in Petitioner or the Project LLCs or any business relationship between such Person and Petitioner with respect to the Project LLC Facilities.

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c. Provide all Documents Concerning all such Communication.

10. List all Persons to whom You or any of Your Affiliates have, on or after January 1, 2014, asked to be a Lender Concerning any Facility.

a. Identify all of the foregoing Persons that Communicated to You that such Person would not be a Lender because of any term or condition of a Sales Contract Concerning the Facility.

b. Provide all Documents Concerning all such Communications.

11. Provide copies of all Documents by which You or any of Your Affiliates have, on or after January 1, 2014, sold or offered to sell Securities, including prospectuses, investor presentations, and pro forma financial projections.

12. List all Persons from whom You or any of Your Affiliates have, on after January 1, 2014, received any money or extension of credit pursuant to a Loan.

13. Describe the repayment and amortization provisions of all Loans to You and Your Affiliates.

14. Explain why Loans to You or Your Affiliates must have a repayment or amortization term that exceeds the Offered PURPA Terms.

15. Explain why You do not have available financial resources to construct and operate Facilities and must obtain Loans from Persons who are not Your or Your Affiliates to construct and operate Facilities.

16. Identify all Persons that have told You that a term or condition of a Sales Contract Concerning a Facility is not "financeable" or cannot obtaining "financing."

a. Provide all Documents Concerning all such Communications.

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17. Identify all Persons that have told You that a Facility with a Sales Contract on DEC's and DEP's Offered PURPA Terms is not "financeable" or cannot obtaining "financing."

a. Provide all Documents Concerning all such Communications.

18. Provide all Documents Concerning projections of, or reporting of, margins, profits, rate of return, internal rate of return, or return on equity of or for money provided to You or any of Your Affiliates, 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.

19. Provide 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 Facility.

20. Provide all Documents, including internal memoranda, studies, and Communications, by which You evaluated whether a Sales Contract with the Offered PURPA Terms is "financeable" or could obtain "financing."

21. Provide all Documents concerning all profit and loss statements, accounting documents, balance sheets, and audit reports concerning the income or loss or profitability of You for 2014, 2015, and 2016 or year-to-date 2017.

22. Provide all Documents which You have provided to any experts, whether or not retained by You as an expert witness, in connection with the issues raised and substance of Your Complaint.

23. Provide all Documents prepared by any experts, whether or not retained by You as an expert witness, with respect to the issues raised and substance of the Complaint.

24. With respect to DEC's and DEP's Offered PURPA Terms, please explain:

a. Which elements of DEC's and DEP's proposal You support.

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b. Which elements of DEC's and DEP's proposal You oppose and why you oppose them.

Dated this 29th day of September, 2017.

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