



Matthew R. Bernier
Associate General Counsel

March 30, 2020

VIA HAND DELIVERY

Adam Teitzman, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

REDACTED

Re: *Consummation Report for 2019; Docket No. 20180165-EI*

Dear Mr. Teitzman:

On March 30, 2020, Duke Energy Florida, LLC ("DEF") electronically filed its Request for Confidential Classification concerning the confidential information contained in DEF's 2019 Consummation Report in the above-referenced matter. As referenced in the Request for Confidential Classification, enclosed with this cover letter is DEF's confidential Exhibit A (in a separate sealed envelope) that accompanies the above-referenced filing.

Thank you for your assistance in this matter. Please feel free to call me at (850) 521-1428 should you have any questions concerning this filing.

Respectfully,

s/ Matthew R. Bernier
Matthew R. Bernier

COM _____
AFD 1 EXH B
APA _____
ECO _____
ENG _____
GCL _____
IDM _____
CLK _____

MRB/mw
Enclosures

cc: Kurt Schrader, Office of the General Counsel
Cheryl Bulecza-Banks/Dale Buys/Mark Cicchetti/ Pablo Osorio, Division of Accounting & Finance

RECEIVED-FPSC
2020 MAR 27 PM 4: 21
COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application to Issue and Sell Securities
during 12 months ending December 31, 2019,
Pursuant to Section 366.04 F.S., Chapter 25-8,
F.A.C., by Duke Energy Florida, LLC.

Docket No. 20180165-EI

Dated: March 30, 2020

**DUKE ENERGY FLORIDA LLC'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Duke Energy Florida, LLC (“DEF” or “Company”), pursuant to Section 366.093, Florida Statutes (F.S.), and Rule 25-22.006, Florida Administrative Code (F.A.C.), submits this Request for Confidential Classification for certain information contained in its 2019 Consummation Report, filed in the above referenced docket on March 30, 2020. In support of this Request, DEF states:

1. Information contained in DEF’s Consummation Report, specifically Exhibits Nos. (1)-c, (1)-d, (1)-e and (1)-f, contain information that is “confidential proprietary business information” under Section 366.093(3), Florida Statutes.

2. The following exhibits are included with this request:

(a) Sealed Composite Exhibit A is a package containing unredacted copies of all the documents for which DEF seeks confidential treatment. Composite Exhibit A is being submitted separately in a sealed envelope labeled “CONFIDENTIAL.” In the unredacted versions, the information asserted to be confidential is highlighted in yellow.

(b) Composite Exhibit B is a package containing two copies of redacted versions of the documents for which the Company requests confidential classification. The specific

information for which confidential treatment is requested has been blocked out by opaque marker or other means.

(c) Exhibit C is a table which identifies by page and line the information for which DEF seeks confidential classification and the specific statutory bases for seeking confidential treatment.

3. As indicated in Exhibit C, the information for which DEF requests confidential classification is “proprietary confidential business information” within the meaning of Section 366.093(3), F.S. Specifically, the information contained in Exhibit Nos. (1)-c, (1)-d, (1)-e and (1)-f, relate to hedging rates and costs, the disclosure of which would impair the efforts of the Company or its affiliates to negotiate contracts on favorable terms. *See* § 366.093(3)(d), F.S.; Affidavit of Jordan Morgan at ¶ 4. If DEF cannot assure counterparties that it can maintain the confidentiality of contractual terms, those parties and other similarly situated parties may forego entering contracts with DEF, thereby harming its competitive interests, ultimately to its customers’ detriment. *See* § 366.093(3)(e), F.S.; Affidavit of Jordan Morgan ¶ 5. Accordingly, such information constitutes “proprietary confidential business information” which is exempt from disclosure under the Public Records Act pursuant to Section 366.093(1), F.S.

4. The information identified as Exhibit “A” is intended to be and is treated as confidential by the Company. *See* Affidavit of Jordan Morgan at ¶ 6. The information has not been disclosed to the public, and the Company has treated and continues to treat the information at issue as confidential. *See* Affidavit of Jordan Morgan ¶ 6.

6. DEF requests that the information identified in Exhibit A be classified as “proprietary confidential business information” within the meaning of section 366.093(3), F.S., that the information remain confidential for a period of at least 18 months as provided in section 366.093(4)

F.S., and that the information be returned as soon as it is no longer necessary for the Commission to conduct its business.

WHEREFORE, for the foregoing reasons, DEF respectfully requests that this Request for Confidential Classification be granted.

RESPECTFULLY SUBMITTED this 30th day of March, 2020.

s/Matthew R. Bernier _____

DIANNE M. TRIPLETT

Deputy General Counsel
Duke Energy Florida, LLC
299 First Avenue North
St. Petersburg, FL 33701
T: 727-820-4692
F: 727-820-5041
Email: Dianne.Triplett@duke-energy.com

MATTHEW R. BERNIER

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Duke Energy Florida, LLC
106 East College Avenue, Suite 800
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Email: Matthew.Bernier@duke-energy.com
FLRegulatoryLegal@duke-energy.com

Duke Energy Florida, LLC
CERTIFICATE OF SERVICE
Docket No. 20180165-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email this 30th day of March, 2020 to all parties of record as indicated below.

s/Matthew R. Bernier
Attorney

<p>Kurt Schrader Office of General Counsel FL Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 kschrade@psc.state.fl.us</p>	<p>Cheryl Bulecza-Banks Dale Buys Mark Cicchetti Pablo Osorio Division of Accounting & Finance FL Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 cbulecza@psc.state.fl.us dbuys@psc.state.fl.us mcicchett@psc.state.fl.us posorio@psc.state.fl.us</p>
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Exhibit A

“CONFIDENTIAL”

(filed under separate cover)

Exhibit B

REDACTED

(one copy)

49608160



GOLDMAN SACHS BANK USA | 200 WEST STREET | NEW YORK, NEW YORK 10282-2198
Tel: 212-902-1000

Date: September 13, 2019
To: DUKE ENERGY FLORIDA, LLC
Customer Account No: 006293187
From: Goldman Sachs Bank USA
Subject: Swap Transaction
GS Bank USA Reference Number: LTAAB4SJ3333LLMHG7G.0.0.0.1.1

USI: 1030443648 SDBB4SJ3333LLMHG7G00000010000000

In accordance with CFTC Regulation Part 45, we hereby notify you that this trade is being reported to the following swap data repository: DTCC Data Repository (U.S.) LLC.

Please see the following link for disclosures relating to material economic terms, risks and conflicts relating to swaps transactions, for institutional clients: <https://360.gs.com/go/doddfrank-disclosure>, for Private Wealth Management clients: <https://www.goldman.com/gsp/markets/doddfrank>


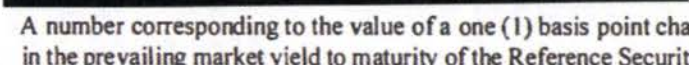
The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above referenced transaction entered into on the Trade Date specified below (the "Transaction") between Goldman Sachs Bank USA ("GS Bank USA") and DUKE ENERGY FLORIDA, LLC ("Counterparty"). This communication constitutes a "Confirmation" as referred to in the Swap Agreement specified below.

1. This Confirmation is subject to, and incorporates, the 2006 ISDA Definitions (the "Definitions"), published by the International Swaps and Derivatives Association, Inc. This Confirmation supplements, forms a part of and is subject to the 2002 ISDA Master Agreement dated as of October 07, 2015 as amended and supplemented from time to time (the "Swap Agreement") between GS Bank USA and Counterparty. All provisions contained in, or incorporated by reference to, the Swap Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between this Confirmation, the Definitions, or the Swap Agreement, as the case may be, this Confirmation will control for purposes of the Transaction to which this Confirmation relates.

2. The terms of the Transaction to which this Confirmation relates are as follows:

General Terms:

Notional Amount: [REDACTED]
Trade Date: September 11, 2019
Determination Date: [REDACTED], subject to adjustment in accordance with the Modified Following Business Day Convention
Settlement Amount Payment Date: [REDACTED], subject to adjustment in accordance with the Modified Following Business Day Convention

- ✓ Settlement Amount: Notional Amount x Settlement Rate (converted to basis points) x DV01
- ✓ Settlement Rate: (Forward Rate - Initial Rate)
- ✓ Where,
- ✓ Forward Rate: The bid side yield to maturity of the Reference Security, as determined by the Calculation Agent on the Determination Date, expressed as a percentage.
- ✓ Reference Security: 
- ✓ Initial Rate: 
- ✓ DV01: A number corresponding to the value of a one (1) basis point change in the prevailing market yield to maturity of the Reference Security as determined by the Calculation Agent
- ✓ Settlement Amount Payer:
 - ✓ If the Settlement Amount is positive, then GS Bank USA shall pay the Settlement Amount to Counterparty.
 - ✓ If the Settlement Amount is negative, then Counterparty shall pay the absolute value of the Settlement Amount to GS Bank USA.
- ✓ Business Days: New York and London
- ✓ Calculation Agent: GS Bank USA
- ✓ 3. Additional Provisions: None



THE BANK OF NOVA SCOTIA

Global Wholesale Operations
Derivative Products
44 King Street West
Central Mail Room
Toronto, Ontario
M5H 1H1

September 18, 2019

To: DUKE ENERGY FLORIDA, LLC

Re: Interest Rate Swap Transaction

Reference ID: SBB118

This Confirmation supersedes and replaces any previously issued Confirmation in respect of the Transaction described below.

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the **2006 ISDA Definitions** (as published by the International Swaps and Derivatives Association, Inc.) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation supplements, forms part of, and is subject to, the **ISDA Master Agreement** dated as of **December 18, 2014**, as amended and supplemented from time to time (the "Agreement"), between **THE BANK OF NOVA SCOTIA** ("Party A") and **DUKE ENERGY FLORIDA, LLC** ("Party B"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.
2. The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

Trade Date: September 16, 2019

Notional Amount: [REDACTED]

Effective Date: [REDACTED]

Termination Date: [REDACTED] subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Amounts:

Fixed Rate Payer: Party B

Fixed Rate Payer Payment Dates: [REDACTED] to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention

Fixed Rate Period End Dates: [REDACTED]

Fixed Rate: [REDACTED]

Fixed Amount: [REDACTED] (for each Payment Date)

Fixed Rate Day Count Fraction: 30/360

Business Days for Fixed Rate Payments: London, New York

Floating Amounts:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: [REDACTED] to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention

Floating Rate Period End Dates: [REDACTED] to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention

Floating Rate for initial Calculation Period: To be determined

Floating Rate Option: USD-LIBOR-BBA

Designated Maturity: 3-month

Spread: Not Applicable

Floating Rate Day Count Fraction: Actual/360

Reset Dates: The first day of the relevant Calculation Period

Method of Averaging: Inapplicable

Compounding: Inapplicable

Compounding Dates: Inapplicable

Business Days for Floating Rate Payments: ✓ London, New York

Mandatory Put Provision

(1) Early Termination: ✓

Mandatory Early Termination: ✓ Applicable

(2) Settlement Terms:

Mandatory Early Termination Date: [REDACTED]

Cash Settlement Valuation Time: ✓ 11:00 a.m. New York time

Cash Settlement Method: ✓ Collateralized Cash Price

Settlement Rate: ✓ Not Applicable

Cash Settlement Reference Banks: ✓ As selected by Party A in its sole discretion and in good faith.

Quotation Rate: ✓ Bid

Calculation Agent: ✓ As per the Agreement

3. **Relationship Between Parties:**

Each party will be deemed to represent to the other on the day on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for the Transaction):

(a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of the Transaction.

(b) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming and assumes, the risk of the Transaction.

(c) **Status of Parties.** The other party is not acting as a fiduciary for or as an advisor to it in respect of the Transaction.

(d) **Line of Business.** It has entered into the Transaction in conjunction with its line of business (including financial intermediation services) or the financing of its business.

4. **Offices:**

- (a) ✓ For purposes of this Transaction, the Office of Party A is Toronto, Ontario.
- (b) ✓ For purposes of this Transaction, the Office of Party B is Charlotte, North Carolina.

5. **Account Details:**

- ✓ Payments to Party A: To be advised separately
- ✓ Payments to Party B: To be advised separately

6. The parties hereto agree that this Confirmation, whether received in original, electronic or facsimile form, may be executed in counterparts, which execution may be effected by means of electronic or facsimile transmission, and which when taken together shall constitute a single and original agreement between the parties and a binding supplement to the Agreement. Where execution is effected by means of electronic or facsimile transmission, the parties agree that the sender's signature as printed by the recipient in electronic form or facsimile machine shall be deemed to be the sender's original signature.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to The Bank of Nova Scotia. If you have any questions in connection with this Confirmation please call 416-866-7736.

Yours sincerely,

THE BANK OF NOVA SCOTIA




Name: Jackson Cheung
Authorized Signature: The Bank of Nova Scotia



Name: Jo-Shan Feng
Authorized Signature: The Bank of Nova Scotia

Confirmed as of the date first written:

DUKE ENERGY FLORIDA, LLC

By: 
Name: *Michael S. Handerson*
Title: *Assistant Treasurer*

By: _____
Name: _____
Title: _____



MUFG Bank, Ltd.*
New York Branch
1251 Avenue of the Americas
New York, NY 10020-1104

(MUFG Ref: NY1110-0802434) USI: 1030453794 PYRAMID000000000000NY11100802434

26 September, 2019
DUKE ENERGY FLORIDA, LLC

The purpose of this document is to set forth the terms and conditions of the Swap Transaction entered into between DUKE ENERGY FLORIDA, LLC (the "Counterparty") and MUFG Bank, Ltd. ("MUFG" or "MUFG Bank") on the Trade Date specified below (the "Swap Transaction").

This document constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of 8 September, 2015, as amended and supplemented from time to time (the "Agreement") between DUKE ENERGY FLORIDA, LLC and MUFG Bank, Ltd. All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

2. The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

Trade Date: 26 September, 2019

Effective Date: [REDACTED]

Termination Date: [REDACTED] which for the purpose of the final Fixed Rate Payer Calculation Period is subject to No Adjustment, and for the purpose of the final Floating Rate Payer Calculation Period is subject to adjustment in accordance with the Modified Following Business Day Convention.

Notional Amount: [REDACTED]

Fixed Amounts:

Fixed Rate Payer: The Counterparty

Fixed Rate Payer Period End Dates: [REDACTED] up to and including the Termination Date, subject to No Adjustment.

Fixed Rate Payer Payment Dates: [REDACTED] up to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Rate and Fixed Rate Day Count Fraction: [REDACTED]

Business Day for Fixed Amount Payments: A day, other than Saturday or Sunday, on which banks and foreign exchange markets are open for business in NEW YORK and LONDON.

Rounding Convention: All payments to be rounded to the nearest Cent (with one half of a Cent being rounded up)



Floating Amounts:

Floating Rate Payer: MUFU

Floating Rate Payer
Payment Dates:

[REDACTED] up to and including the termination date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Option: USD-LIBOR-3M

Designated Maturity: 3 Months

Spread: None

Floating Rate Day Count Fraction: Actual/360

Reset Dates: First day of each Calculation Period

Compounding: Not applicable

Business Day for Floating Amount Payments: A day, other than Saturday or Sunday, on which banks and foreign exchange markets are open for business in NEW YORK and LONDON.

Rounding Convention: All payments to be rounded to the nearest Cent (with one half of a Cent being rounded up)

Calculation Agent: MUFU

Early Termination:

Mandatory Early Termination: Applicable

Settlement Terms:

Mandatory Early Termination Date: [REDACTED]

Business Day Convention for Mandatory Early Termination Date: Modified Following

Cash Settlement Valuation Time: 11:00 a.m. New York time

Cash Settlement Valuation Date: The Mandatory Early Termination Date

Valuation Business Days: New York and London

Cash Settlement Payment Date: Two Valuation Business Days following the Cash Settlement Valuation Date.

Cash Settlement Method: Collateralized Cash price, provided that the Calculation Agent will ask each Reference Bank, in providing its quotation, to use OIS discounting in the currency of the Cash Settlement Currency.

Cash Settlement Reference Banks: To be determined

Quotation Rate: Bid



3. Valuation Disclosure:

MUTG used OIS discounting in the currency of the Cash Settlement Currency to value the expected cash flows under this Swap Transaction and has used such discounting for purposes of determining the Fixed Rate thereof. This means that amongst other factors, MUTG used an overnight indexed swap curve to determine that Fixed Rate. As described above, for purposes of determining the Cash Settlement Amount, the Calculation Agent will ask each Reference Bank, in providing its quotation, to use OIS discounting in the currency of the Cash Settlement Currency.

4. Account Details:

Payments to the Counterparty:

For payments in USD: Any payments due to yourselves in relation to this Swap Transaction, will be made in accordance with your Standard Settlement Instructions, where these are held by MUTG. If these are not currently held by MUTG or are not relevant to this Swap Transaction, please advise under separate cover.

Payments to MUTG:

For payments in USD: Account of MUTG Bank, Ltd., New York Branch
FEDWIRE, ABA 026009632, A/C 97770426

5. Offices:

The Office of the Counterparty for the Swap Transaction is SAINT PETERSBURG.

The Office of MUTG for the Swap Transaction is New York Branch.

Address: Harborside 3
210 Hudson Street, Suite 500
Jersey City, NJ 07311

Attention: Treasury & Derivative Operations Department

SWIFT: BOKKUS33

6. Non-Reliance:

Each party represents and warrants to the other party that, in connection with this Transaction, (i) it has and will continue to consult with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it deems necessary, and it has and will continue to make its own investment, hedging and trading decisions (including, without limitation, decisions regarding the appropriateness and/or suitability of this Transaction) based upon its own independent judgment and upon any advice or recommendation from such advisors as it deems necessary, and not in reliance upon the other party hereto or any of its Affiliates or any of their respective officers, directors or employees, or any view expressed by any of them, (ii) it has evaluated and it fully understands all the terms, conditions and risks of this Transaction, and it is willing to assume (financially and otherwise) all such risks, (iii) it has and will continue to act as principal and not agent of any person, and the other party hereto and its Affiliates have not and will not be acting as a fiduciary or financial investment, commodity trading or other advisor to it, (iv) it is entering into this Transaction in connection with its line of business, and (v) Eligible Contract Participant. It is an eligible contract participant within the meaning of the U.S. Commodity Exchange Act, as amended.

7. Other Provisions:

You are kindly requested to check the details with your records for correctness and send a signed copy via email to Documentation Section at the email address provided in the body of the email you've received from us for this document. If you are not a "swap dealer", "major swap participant" or "financial entity", each as defined in the Commodity Exchange Act, as amended, and we do not receive the signed copy within two business days of this date, then it shall be deemed that you have accepted the details given herein. If you are a "swap dealer", "major swap participant" or "financial entity" and we do not receive the signed copy within one business day of this date, then it shall be deemed that you have accepted the details given herein.

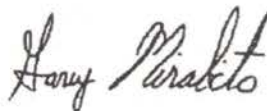
This Confirmation may be executed in one or more counterparts, either in original, telecopy or other electronic form, all of which together shall constitute one and the same agreement. This Confirmation shall be governed by the laws of the State of New York without regard to conflicts of law principles.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy this Confirmation enclosed for that purpose and returning it to us.

This transmission is the only written documentation in respect of this Swap Transaction and accordingly no hard copy Confirmation will be followed.

Very truly yours,

MUFG Bank, Ltd.



By _____
Name:
Title:

Accepted and confirmed as of
the date first written:

DUKE ENERGY FLORIDA, LLC

By John L. Sullivan, II
Name: John L. Sullivan, II
Title: Assistant Treasurer

Exhibit C

DUKE ENERGY FLORIDA Confidentiality Justification Matrix

DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
Exhibit No. __ (1)-c	<p>Exhibit No. (1)-c (4 pages) Page 1 of 4 (1 of 3): the information after “Notional Amount: and before “trade date”, the information after “Determination Date” and before “subject to”, information after “Settlement Amount Payment Date” and before “subject to” is confidential.</p> <p>Page 2 of 4 (2 of 3): All information after “Reference Security” and “Initial Rate” is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
Exhibit No. __ (1)-d,	<p>Exhibit No. (1)-d (3 pages): Page 1 of 3 (3 of 5): the information after “Notional Amount” and before “Trade Date” and the information after “Determination Date” and before “subject to” is confidential.</p> <p>Page 2 of 3 (4 of 5): all information after “Security” and “Locked Rate” and all information in number 4 after “time of trade” and all information in the sentence after “time of trade” is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>

DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
Exhibit No. __ (1)-e	<p>Exhibit No. (1)-e –(5 pages)-Page 1 of 5: the information after “notional Amount” and before “Effective date”; after “Effective date” and before “Termination Date”; after Termination Date” and before “subject to” is confidential.</p> <p>Page 2 of 5-All information after “Fixed Rate Payer” and before “to and”; all information after Fixed Period End Dates”, all information after “Fixed Rate” and before “Fixed Amount”; information after “Fixed Amount and before “for each Payment date”, information after “Floating Rate Payer Dates” and before “to and including” is confidential.</p> <p>Page 3 of 5-the information after “Mandatory Early Termination Date” and before “Cash Settlement Valuation Time” is confidential.</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
Exhibit No. __ (1)-f	<p>Exhibit No. (1)-f-(5 pages) Page 2 of 5-The information after “Effective Date” and before “Termination Date”; information after “Termination Date” and before which for the purpose”; all information after “Notional Amount” and before “Fixed</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential</p>

	<p>Amounts”; information after “Fixed Rate Payer Period End Dates” and before “up to and including”; the information after “Fixed Rate Payer Payment Dates” and before “up to and including”; and information the remaining information on the row after “Fixed Rate and Fixed Rate Count Fraction” is confidential.</p> <p>Page 3 of 5-the remaining information on the row after “Floating Rate Payer Payment Dates” and before “up to and including” and the remaining information on the row after “Mandatory Early Termination Date”.</p>	<p>information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>
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Exhibit D

AFFIDAVIT OF JORDAN MORGAN

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application to Issue and Sell Securities
during 12 months ending December 31, 2019,
pursuant to Section 366.04, F.S., and Chapter
25-8, F.A.C., By Duke Energy Florida, LLC

Docket No. 20180165-EI

Dated: March 30, 2020

**AFFIDAVIT OF JORDAN MORGAN IN SUPPORT OF
DUKE ENERGY FLORIDA, LLC'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared Jordan Morgan, who being first duly sworn, on oath deposes and says that:

1. My name is Jordan Morgan. I am over the age of 18 years old and I have been authorized by Duke Energy Florida (hereinafter "DEF" or the "Company") to give this affidavit in the above-styled proceeding on DEF's behalf and in support of DEF's Request for Confidential Classification (the "Request"). The facts attested to in my affidavit are based upon my personal knowledge.

2. I am a Treasury Manager in the Corporate Finance Department of Treasury. This section is responsible for financing the operations of Duke Energy Corporation and its subsidiary utilities and for maintaining relationships with Duke Energy's commercial banks, the fixed income investor community and the credit rating agencies.

3. As the Treasury Manager, I am responsible, along with the other members of the Corporate Finance Department for the issuance of new debt and equity securities, obtaining other sources of external funds, and managing the financial risk for Duke Energy Corporation and each subsidiary registrant, including Duke Energy Florida.

4. DEF is seeking confidential classification for information contained in the Consummation Report for Docket No. 20180165-EI. A detailed description of the confidential information at issue is contained in confidential Exhibit A to DEF's Request and is outlined in DEF's Justification Matrix that is attached to DEF's Request as Exhibit C. DEF is requesting confidential classification of this information because it contains sensitive business information, the disclosure of which would impair the Company's efforts to contract for goods or services on favorable terms.

5. DEF conducts hedging activities and negotiates to obtain competitive contracts that provide economic value to DEF and its customers. In order to obtain such contracts at competitive prices, however, DEF must protect from public disclosure sensitive business information, such as hedging transactions and pricing information. With respect to the information at issue in this Request, DEF has kept confidential and has not publicly disclosed this confidential information. Absent such measures, counterparties or market competitors would have access to sensitive business information DEF uses to plan and execute its trading processes. With this non-public information, those counterparties or market competitors could alter their behavior to the detriment of DEF and its customers. Without DEF's measures to maintain the confidentiality of this information, the Company's efforts to obtain competitive options that provide economic value to both DEF and its customers could be undermined.

6. Upon receipt of confidential information from counterparties, and with its own confidential information, strict procedures are established and followed to maintain the confidentiality of the terms of the documents and information provided, including restricting access to those persons who need the information to assist the Company, and restricting the number of, and access to the information and contracts. At no time since receiving the contracts and information in question has the Company publicly disclosed that information. The Company has treated and continues to treat the information and contracts at issue as confidential.

7. This concludes my affidavit.

Further affiant sayeth not.

Dated the _____ day of March, 2020.

(Signature)

Jordan Morgan
Treasury Manager
Corporate Finance
Duke Energy
550 South Tryon
Charlotte, NC 28202

THE FOREGOING INSTRUMENT was sworn to and subscribed before me this ___ day of March, 2020 by Jordan Morgan. He is personally known to me, or has produced his _____ driver's license, or his _____ as identification.

(Signature)

(AFFIX NOTARIAL SEAL)

(Printed Name)

NOTARY PUBLIC, STATE OF _____

(Commission Expiration Date)

(Serial Number, If Any)