

Exhibit A

**ORION RENEWABLE RESOURCES LLC'S MOTION TO COMPEL AND FOR
LEAVE TO FILE SUPPLEMENTAL TESTIMONY**

Docket No. SP-13695, Sub 1

In the Matter of Petition for Relief of Orion Renewable Resources LLC
Docket No. SP-13695 Sub 1

Orion Renewable Resources LLC
Data Request No. 1
to Accion Group, LLC

c/o Jack P. Crisp, Esq.
E-mail: jack.crisp@crisplaw.com

Daniel C. Higgins, Esq.
E-mail: dhiggins@bdppa.com

Date Sent: April 20, 2021
Requested Due Date: April 30, 2021

From:

Orion Renewable Resources LLC: **Tim Lasocki**
Phone #: 510-545-4107 (office)
Email: tlasocki@orionrenewables.com

Counsel of Record: **Ben Snowden**
Phone #: (919) 420-1719
Email: bsnowden@kilpatricktownsend.com

Please provide responses electronically.

For Items 1-2, please reference "Duke Energy Carolinas, LLC's Corrected Late-Filed Exhibit," filed in this docket on Nov. 25, 2020 ("LFE").

1. With regard to each of the "15 projects [that] were also eliminated in Tranche 1 based on a determination of negative Net Benefits after the application of T&D costs determined in Step 2," as referenced on page 7 of the LFE, please provide the following information:¹
 - a. Generating Capacity;
 - b. Proposal's bid decrement to the avoided costs shown in the Tranche 1 RFP;
 - c. Step 1 – Net benefit without T&D upgrade costs, in dollars per MWh and total dollars;
 - d. Duke T&D Evaluation Team - Step 2 system upgrade costs (in total \$);
 - e. Step 2 - Net Benefit (\$/MWh) with T&D Costs;

¹ These are the same data fields provided for Orion's Proposal, "Bid A," and "Bid B" in the LFE. With respect to those projects, Item (g) was detailed on page 1 of the LFE.

- f. The Maximum Allowable T&D Upgrade Cost (in total \$), as that term is used in the LFE; and
- g. Whether the project corresponding to the Proposal was awarded a PPA in CPRE Tranche 2.

For confidentiality purposes, this information may be provided on an anonymized basis and is assumed to be subject to the provisions of the Comprehensive Confidentiality Agreement entered into between Accion Group, LLC ("Accion") and Orion Renewable Resources LLC, effective October 30, 2020.

- 2. Please provide copies of all emails or other correspondence between Duke Energy Carolinas, LLC ("DEC") and Accion relating to the LFE, including but not limited to all drafts and comments or edits thereto.

For Items 3-6, please reference DEC's Post-Hearing Brief ("Post-Hearing Brief"), filed in this docket on January 4, 2021, and the February 28, 2020 Memorandum published by Accion to CPRE participants ("Tranche 2 Memorandum").

- 3. Please describe the basis for the statement in the Tranche 2 Memorandum that "Duke evaluation personnel believe that the Company is required under the terms of N.C. Gen. Stat. 62-110.8(b)(2) to contract with Proposals that bid at or below the 20 year levelized Avoided Cost (in each pricing period) identified in the RFP, notwithstanding a determination of net benefit under the IA Evaluation Methodology, if doing so is necessary to achieve the procurement targets established for each tranche during the 45 month CPRE procurement period." If DEC conveyed this position to Accion in emails or other correspondence, please provide copies of all such correspondence.
- 4. Please describe in detail Duke's role in the preparation of the Tranche 2 Memorandum, and provide copies of all emails or other correspondence relating to the Tranche 2 Memorandum between Accion or any of its principals or employees and Duke, or between Accion or any of its principals or employees and the Public Staff, including but not limited to: (a) all drafts of the Tranche 2 Memorandum and any comments or edits thereto; and (b) all emails or other correspondence relating to the question of whether N.C. Gen. Stat. 62-110.8(b)(2) requires Duke to contract with Proposals that bid at or below the 20 year levelized Avoided Cost (in each pricing period) identified in the RFP, notwithstanding a determination of net benefit under the IA Evaluation Methodology, if doing so is necessary to achieve the procurement targets established for each tranche during the 45 month CPRE procurement period.

5. On page 11 of the Post-Hearing Brief, DEC states that “the IA Memo did not accurately capture the nuance of Duke’s position with respect to the change in approach between Tranche 1 and Tranche 2.” Please describe all oral communications between Duke and Accion or its representatives, and provide copies of all emails or other correspondence between Duke and Accion or its representatives (either during the development of the Tranche 2 Memorandum or after its publication) in which Duke stated, in substance, that the Tranche 2 Memorandum did not accurately capture its position on this issue.

Exhibit B

**ORION RENEWABLE RESOURCES LLC'S MOTION TO COMPEL AND FOR
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Docket No. SP-13695, Sub 1

In the Matter of Petition for Relief of Orion Renewable Resources LLC
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E-mail: jack.crisp@crisplaw.com

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From:

Orion Renewable Resources LLC: **Tim Lasocki**
Phone #: 510-545-4107 (office)
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Counsel of Record: **Ben Snowden**
Phone #: (919) 420-1719
Email: bsnowden@kilpatricktownsend.com

Please provide responses electronically.

For Items 1-2, please reference "Duke Energy Carolinas, LLC's Corrected Late-Filed Exhibit," filed in this docket on Nov. 25, 2020 ("LFE").

1. With regard to each of the "15 projects [that] were also eliminated in Tranche 1 based on a determination of negative Net Benefits after the application of T&D costs determined in Step 2," as referenced on page 7 of the LFE, please provide the following information:¹
 - a. Generating Capacity;
 - b. Proposal's bid decrement to the avoided costs shown in the Tranche 1 RFP;
 - c. Step 1 – Net benefit without T&D upgrade costs, in dollars per MWh and total dollars;
 - d. Duke T&D Evaluation Team - Step 2 system upgrade costs (in total \$);
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¹ These are the same data fields provided for Orion's Proposal, "Bid A," and "Bid B" in the LFE. With respect to those projects, Item (g) was detailed on page 1 of the LFE.

- f. The Maximum Allowable T&D Upgrade Cost (in total \$), as that term is used in the LFE; and
- g. Whether the project corresponding to the Proposal was awarded a PPA in CPRE Tranche 2.

For confidentiality purposes, this information may be provided on an anonymized basis and is assumed to be subject to the provisions of the Comprehensive Confidentiality Agreement entered into between Accion Group, LLC ("Accion") and Orion Renewable Resources LLC, effective October 30, 2020.

2. Please provide copies of all emails or other correspondence between Duke Energy Carolinas, LLC ("DEC") and Accion relating to the LFE, including but not limited to all drafts and comments or edits thereto.

Accion does not retain drafts of documents. All emails are deleted after 3 months so there are none to provide.

For Items 3-6, please reference DEC's Post-Hearing Brief ("Post-Hearing Brief"), filed in this docket on January 4, 2021, and the February 28, 2020 Memorandum published by Accion to CPRE participants ("Tranche 2 Memorandum").

3. Please describe the basis for the statement in the Tranche 2 Memorandum that "Duke evaluation personnel believe that the Company is required under the terms of N.C. Gen. Stat. 62-110.8(b)(2) to contract with Proposals that bid at or below the 20 year levelized Avoided Cost (in each pricing period) identified in the RFP, notwithstanding a determination of net benefit under the IA Evaluation Methodology, if doing so is necessary to achieve the procurement targets established for each tranche during the 45 month CPRE procurement period." If DEC conveyed this position to Accion in emails or other correspondence, please provide copies of all such correspondence.

See response to Item 2.

4. Please describe in detail Duke's role in the preparation of the Tranche 2 Memorandum, and provide copies of all emails or other correspondence relating to the Tranche 2 Memorandum between Accion or any of its principals or employees and Duke, or between Accion or any of its principals or employees and the Public Staff, including but not limited to: (a) all drafts of the Tranche 2 Memorandum and any comments or edits thereto; and (b) all emails or other correspondence relating to the question of whether N.C. Gen. Stat. 62-110.8(b)(2) requires Duke to contract with Proposals that bid at or below the 20 year levelized Avoided Cost (in each pricing period) identified in the RFP, notwithstanding a determination of net benefit under the IA Evaluation Methodology, if doing so is necessary to achieve the procurement targets established for each tranche during the 45 month CPRE procurement period.

See response to Item 2.

5. On page 11 of the Post-Hearing Brief, DEC states that “the IA Memo did not accurately capture the nuance of Duke’s position with respect to the change in approach between Tranche 1 and Tranche 2.” Please describe all oral communications between Duke and Accion or its representatives, and provide copies of all emails or other correspondence between Duke and Accion or its representatives (either during the development of the Tranche 2 Memorandum or after its publication) in which Duke stated, in substance, that the Tranche 2 Memorandum did not accurately capture its position on this issue.

See response to Item 2.

CPRE Tranche 1 for DEC: Orion 4/20/2021 Data Request, Item #1												
Bid No.	Step 1 Rank (out of 58 Proposals)	Market Participant	Project Name	Queue #	Generating Capacity MW/AC	Proposal Decrement	Step 1 - Net Benefit (\$/MMWh) without T&D Costs	Step 1 - Net Benefit (\$) without T&D Costs	Duke T&D Evaluation Team- Step 2 system upgrade costs (capital \$) * see footnote 1 below	Step 2 - Net Benefit (\$) with T&D Costs * see footnote 2 below	"Maximum Allowable T&D Upgrade Costs", [See: February 28, 2020 IA Memo] applied to T-1 Proposals. * see footnote 2 below	Proposal awarded a PPA in Tranche 2?
	9						9.8989	\$6,616,200	\$5,283,835	n/a	n/a	no
	10						9.8141	\$10,573,500	\$15,000,000	n/a	n/a	no
	14						9.6682	\$7,026,300	\$5,521,066	n/a	n/a	no
	15						8.3235	\$14,699,500	\$40,000,000	n/a	n/a	no
	16						8.2945	\$14,555,200	\$44,000,000	n/a	n/a	no
	17						8.1607	\$14,097,800	\$11,205,470	n/a	n/a	no
	20						7.9074	\$12,205,900	\$20,000,000	n/a	n/a	no
	21						7.3657	\$9,217,100	\$7,500,000	n/a	n/a	no
	24						6.9122	\$11,091,800	\$8,867,279	n/a	n/a	no
26	6.3989	\$5,647,600	\$4,544,744	n/a	n/a	no						
28	5.9411	\$10,385,400	\$15,000,000	n/a	n/a	no						
34	4.2335	\$3,732,300	\$20,000,000	n/a	n/a	no						
38	3.3413	\$6,507,600	\$15,000,000	n/a	n/a	no						
47	2.0479	\$1,120,100	\$4,000,000	n/a	n/a	no						
48	1.7561	\$2,190,800	\$14,000,000	n/a	n/a	no						

FN 1 The bolded projects are located within or near a constrained region identified in the Tranche 1 locational guidance maps. As a result, the projects were dependent on substantial network upgrades that exceed \$10M but that were assigned to earlier queued projects or were otherwise dependent on other substantial upgrades. In light of the potential uncertainty regarding the ultimate cost responsibility for such upgrades and the potential for such projects to have a negative net benefit after application of the upgrades, the projects were not advanced.

FN 2 Neither Net Benefit nor "Maximum Allowable T&D Upgrade Cost" was calculated for these Proposals

Exhibit C

**ORION RENEWABLE RESOURCES LLC'S MOTION TO COMPEL AND FOR
LEAVE TO FILE SUPPLEMENTAL TESTIMONY**

Docket No. SP-13695, Sub 1

Snowden, Ben

From: Snowden, Ben
Sent: Thursday, May 6, 2021 4:03 PM
To: Jack Crisp; dhiggins@bdppa.com
Cc: Sara Crisp; Sandra Sherman; Lydia Crisp
Subject: RE: In the Matter of Petition for Relief of Orion Renewable Resources LLC (Docket No. SP-13695 Sub 1) - First Data Request to Accion Group LLC
Attachments: 20203010 NDA DRAFT AccionSnowden - BLS - clean.pdf; 2021-05-06 - Orions Second Data Request to Accion.docx
Importance: High

Thank you, Jack. I have two follow-up items:

1. With respect to the responses Accion provided on Monday, Orion requests that Accion immediately provide the confidential information Accion has redacted from the Table provided in response to Item #1: specifically, the information in the columns headed "Generating Capacity MW AC" and "Proposal Decrement."

This information is critical to the parties' and the Commission's understanding of the issues presented by Accion in the Late-Filed Exhibit, and Orion is severely prejudiced by not having access to it. There is also no plausible reason for withholding it from Orion at this time. Anonymized information relating to Generating Capacity and Proposal Decrements for bids not selected in Tranche 1 has negligible commercial value, especially now that Tranche 2 has already concluded. In any event, as stated in Orion's First Data Requests, Orion and Accion are party to a Comprehensive Confidentiality Agreement with an effective date of October 30, 2020 (attached). This agreement prohibits Orion from disseminating that information and from using it for any purpose not related to this hearing. Orion requests that this confidential information be provided no later than **Monday, May 10**.

2. Attached please find Orion's Second Data Requests to Accion, which consist of a single request for information previously requested in Item #1 but not included in the chart because it had not previously been calculated. Orion requests a response date of **May 11**, which is the day before Orion's testimony is due.

My apologies for not circling back with you on these immediately upon receipt, but I was in a hearing before the SC PSC that went through Wednesday. However, the information we've requested is either already in Accion's possession (Item 1) or extremely limited (Item 2), so we would not foresee any problem with a quick response.

Please call if you'd like to discuss. Thank you.

Ben Snowden
Kilpatrick Townsend & Stockton LLP
Suite 1400 | 4208 Six Forks Road | Raleigh, NC 27609
office 919 420 1719 | fax 919 510 6151
bsnowden@kilpatricktownsend.com | [My Profile](#) | [vCard](#)

From: Jack Crisp <jack.crisp@crisplaw.com>
Sent: Monday, May 3, 2021 4:04 PM
To: Snowden, Ben <BSnowden@kilpatricktownsend.com>; dhiggins@bdppa.com
Cc: Sara Crisp <scrisp@crisplaw.com>; Sandra Sherman <ssherman@crisplaw.com>; Lydia Crisp <lydia.crisp@crisplaw.com>
Subject: RE: In the Matter of Petition for Relief of Orion Renewable Resources LLC (Docket No. SP-13695 Sub 1) - First Data Request to Accion Group LLC

****CAUTION: External Email****

Ben,

Attached you will find Accion's Responses to your Data Request. Please let me know if you have any questions.

Regards,

JPC

Jack P. Crisp, Jr., Esquire
15 N. Main Street, Suite 208
Concord, NH 03301
p: 603.225.5252
f: 603.219.0649



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In an effort to protect our clients and staff, we are following the New Hampshire Supreme Court Orders of Suspension and are discouraging in-person meetings at this time. We are happy to schedule telephone conferences and hope you understand our decision to respect the social distancing guidelines suggested by the CDC until further notice. Wishing you and your families wellness,

The Crisp Law Firm, PLLC

From: Snowden, Ben <BSnowden@kilpatricktownsend.com>

Sent: Sunday, May 2, 2021 9:23 PM

To: Jack Crisp <jack.crisp@crisplaw.com>; dhiggins@bdppa.com

Cc: Sara Crisp <scrisp@crisplaw.com>; Sandra Sherman <ssherman@crisplaw.com>; Lydia Crisp <lydia.crisp@crisplaw.com>

Subject: RE: In the Matter of Petition for Relief of Orion Renewable Resources LLC (Docket No. SP-13695 Sub 1) - First Data Request to Accion Group LLC

Importance: High

Dear Jack,

I hope you've had a good weekend. Please note that the data requests Orion sent on April 20 had a return date of April 30. I understand that this may seem quick but Orion's testimony is due on May 12 and our requests were not

extensive. The hearing is set for June 3 and so it may be difficult to extend the schedule to account for any discovery delays. Please confirm as soon as possible when Accion will provide its responses.

I'm in a hearing through Wednesday of this week and so my availability is limited, but I'm happy to get on a quick call if we need to discuss. Thank you.

Ben Snowden

Kilpatrick Townsend & Stockton LLP

Suite 1400 | 4208 Six Forks Road | Raleigh, NC 27609

office 919 420 1719 | fax 919 510 6151

bsnowden@kilpatricktownsend.com | [My Profile](#) | [vCard](#)

From: Jack Crisp <jack.crisp@crisplaw.com>

Sent: Wednesday, April 21, 2021 10:12 AM

To: Snowden, Ben <BSnowden@kilpatricktownsend.com>; dhiggins@bdppa.com

Cc: Sara Crisp <scrisp@crisplaw.com>; Sandra Sherman <ssherman@crisplaw.com>; Lydia Crisp <lydia.crisp@crisplaw.com>

Subject: RE: In the Matter of Petition for Relief of Orion Renewable Resources LLC (Docket No. SP-13695 Sub 1) - First Data Request to Accion Group LLC

Ben,

We will review these Requests with our client and get back to you.

JPC

Jack P. Crisp, Jr., Esquire
15 N. Main Street, Suite 208
Concord, NH 03301
p: 603.225.5252
f: 603.219.0649



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In an effort to protect our clients and staff, we are following the New Hampshire Supreme Court Orders of Suspension and are discouraging in-person meetings at this time. We are happy to schedule telephone conferences and hope you understand our decision to respect the social distancing guidelines suggested by the CDC until further notice. Wishing you and your families wellness,

The Crisp Law Firm, PLLC

From: Snowden, Ben <BSnowden@kilpatricktownsend.com>

Sent: Tuesday, April 20, 2021 8:42 PM

To: Jack Crisp <jack.crisp@crisplaw.com>; dhiggins@bdppa.com

Subject: In the Matter of Petition for Relief of Orion Renewable Resources LLC (Docket No. SP-13695 Sub 1) - First Data Request to Accion Group LLC

Dear Jack:

Attached please find Orion Renewable Resources LLC's first data requests to Accion in the above-referenced docket. The requested due date is April 30, 2021. If you have any concerns regarding the confidentiality of the information requested, please contact me as soon as possible so that appropriate confidentiality protections can be worked out, and the information produced in time for Orion to prepare its testimony. Thank you.

Sincerely,



Ben Snowden

Kilpatrick Townsend & Stockton LLP

Suite 1400 | 4208 Six Forks Road | Raleigh, NC 27609

office 919 420 1719 | fax 919 510 6151

bsnowden@kilpatricktownsend.com | [My Profile](#) | [vCard](#)

Confidentiality Notice:

This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 18 U.S.C. Section 2510, and its disclosure is strictly limited to the recipient intended by the sender of this message. This transmission, and any attachments, may contain confidential attorney-client privileged information and attorney work product. If you are not the intended recipient, any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is **STRICTLY PROHIBITED**. Please contact us immediately by return e-mail or at 404 815 6500, and destroy the original transmission and its attachments without reading or saving in any manner.

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OFFICIAL COPY

May 18 2021

In the Matter of Petition for Relief of Orion Renewable Resources LLC
Docket No. SP-13695 Sub 1

Orion Renewable Resources LLC
Data Request No. 2
to Accion Group, LLC

c/o Jack P. Crisp, Esq.
E-mail: jack.crisp@crisplaw.com

Daniel C. Higgins, Esq.
E-mail: dhiggins@bdppa.com

Date Sent: May 6, 2021
Requested Due Date: May 11, 2021

From:

Orion Renewable Resources LLC: **Tim Lasocki**
Phone #: 510-545-4107 (office)
Email: tlasocki@orionrenewables.com

Counsel of Record: **Ben Snowden**
Phone #: (919) 420-1719
Email: bsnowden@kilpatricktownsend.com

Please provide responses electronically.

Please reference Accion's Responses to Orion Renewable Resources, LLC's ("Orion's") Data Request No. 1, received on May 3, 2021.

1. With regard to the table provided in Accion's Response to Item #1 ("CPRE Tranche 1 for DEC: Orion 4/20/2021 Data Request, Item #1"), please calculate the "Maximum Allowable T&D Upgrade Cost" for the Proposals corresponding to the following Step 1 Ranks: 10, 15, 16, 20, 28, 34, 38, 47, 48.

COMPREHENSIVE CONFIDENTIALITY AGREEMENT

This Comprehensive Confidentiality Agreement ("Agreement") is entered into effective this 30th day of October 2020 (the "Effective Date") by and Accion Group, LLC ("Accion" or "Company"), and Orion Renewable Resources ("Orion"). The Company and Orion are hereinafter referred to individually as a "Party," and collectively as the "Parties."

WHEREAS, the Company and Orion will be a party to a hearing scheduled by the North Carolina Public Utilities Commission ("Commission") on October 21, 2020, regarding the participation of Orion in Tranche 1 of the Competitive Procurement or Renewable Energy program ("CPRE") ("Hearing"); and

WHEREAS, Orion has requested certain data and information from the Company in connection with the Hearing; and

WHEREAS, certain written, verbal and electronic information that the Company will disclose to Orion may contain confidential information that is exempt from public disclosure pursuant to G.S. 132-1.2.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations set forth in this Agreement, the Parties agree as follows:

1. Designation of Protected Information; Exclusions. Under this Agreement the Company may provide copies or make available to Orion certain confidential information that the Company asserts is exempt from public disclosure pursuant to G.S. 132-1.2 ("Protected Information"). Protected Information shall remain as such notwithstanding the termination of this Agreement, but it shall not include:

- (a) Information that is or becomes available on an unrestricted basis to the public without the fault of Orion; or
- (b) Information that is acquired on an unrestricted basis from any third party, if Orion does not know or have reason to know that the third party was obligated to keep the information confidential; however, if Orion receives notice that the information is confidential after obtaining the information on an unrestricted basis from a third party, Orion shall thereafter treat the information as Protected Information.

The Company shall mark "Confidential" on all written and electronic data containing Protected Information. If the Company inadvertently fails to designate as confidential certain information that the Company deems is qualified for such protection, the Company shall promptly notify Orion in writing that the information should be designated as confidential, and Orion shall thereafter treat the designated information as Protected Information. If the Company does designate certain information as confidential under this paragraph, Orion is not deemed in violation of this Agreement for disclosing information before it is designated by the Company as confidential. Further, the Company shall provide Orion written notice of any verbal disclosures made during the term of this Agreement that contain Protected Information not later than ten (10) business days after the Company's initial disclosure. Any disagreement between the Parties as to whether

data or disclosures are Protected Information shall be submitted to the Commission for resolution.

2. Disclosure Restrictions. Orion shall not disclose any Protected Information to any third parties without the prior written consent of the Company, subject to the following provisions. If Orion determines that it is necessary to disclose Protected Information to a third-party in connection with the Hearing, Orion shall send the Company a written request to disclose such Protected Information. The Parties shall use reasonable efforts to attempt to reach agreement on what Protected Information, if any, may be released and the method of releasing it. If the Parties are unable to agree on the content or method of disclosure, either Party may submit the matter to the Commission for resolution. Pending such resolution, Orion will maintain the confidentiality of the Protected Information.

3. Public Records Requests. If Orion receives a request for Protected Information under G.S. 132-6, it shall promptly send the Company a copy of the request. Within seven (7) calendar days after Orion sends the request, the Company shall notify Orion as to whether the Company believes the information requested continues to be Protected Information. Orion may request a determination by the Commission as to the extent the information in question is actually protected from public disclosure by the Public Records Act. By designating information as Protected Information, the Company agrees to defend, indemnify, and hold harmless Orion, its officers, employees, and attorneys, from every claim, demand, loss, expense, cost, damage or injury, including reasonable attorney's fees, resulting from any third party bringing an action under Chapter 132 of the General Statutes, to the extent such may result from Orion's decision to withhold information in accordance with Chapter 132-1.2 and this Agreement. Orion agrees to maintain the confidentiality of Protected Information during the pendency of any such action consistent with its statutory obligations and the commitments undertaken herein.

4. Limited Use. Orion shall only use Protected Information in connection with the Hearing. Orion will disclose the Protected Information only to employees or attorneys of Orion that have a need to know the information. Any Orion employee or attorney that will be reviewing Protected Information shall sign an Acknowledgment substantially in the form attached as Exhibit A prior to disclosure. Orion shall send the Company an original or electronically scanned copy of each Acknowledgment and Agreement signed by its employees or attorneys. Any consultants retained by Orion shall be required to execute a confidentiality agreement specific to the consultant. Each Party to this Agreement shall take all reasonable steps necessary to protect the Protected Information and to prevent its unauthorized disclosure or use.

5. Remedies. In addition to any sanctions that may be imposed by the Commission for a violation of this Agreement, the Company may take any actions available at law or at equity for a breach of this Agreement. The Company shall be entitled to injunctive relief as a remedy for Orion's breach or anticipated breach of the obligations under this Agreement without having to prove the absence of an adequate remedy at law.

6. Authority. The undersigned individuals represent that they are authorized to sign this Agreement on behalf of their respective employers or clients.

7. Term. This Agreement shall be binding on the Parties and effective in accordance with its terms on and after the Effective Date. This Agreement shall remain in effect until one party has given at least six (6) months' advance written notice to the other party, as described in the Notices section below, that it is terminating its participation in the Agreement. Upon the termination of this Agreement, the both parties agree to continue to abide by the provisions hereof with respect to any Protected Information received by Orion after the Effective Date hereof but prior to the date of termination for a period of five (5) years.

8. Notices. Notices required or permitted by this Agreement shall be sent by certified mail, return receipt requested, or reputable overnight courier service to the following notice addresses:

For the Company: Accion Group, LLC
Attn: Harold T. Judd
244 North Main Street
The Carriage House
Concord, NH 03301
[hjudd@acciongroup.com]

For Orion: Ben Snowden
Kilpatrick Townsend & Stockton LLP
Suite 1400, 4208 Six Forks Road
Raleigh, NC 27609
[BSnowden@kilpatricktownsend.com]

The foregoing notice addresses may be changed by written notice sent in accordance with this Agreement. Notices shall be effective upon receipt.

9. Severability; Waiver. If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the unenforceable part shall be considered modified or eliminated to the extent necessary to make the remainder of the Agreement enforceable. To be effective, a waiver by a Party of any right under this Agreement must be in writing and signed by the waiving Party.

10. Governing Law. This Agreement shall be governed by and construed in accordance with North Carolina law.

11 . Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

12. Survival. The provisions of paragraphs 1 through 5 and 7 shall survive the termination of this Agreement and remain fully enforceable for a period of five (5) years with respect to any Protected Information disclosed to Orion prior to such termination.

The Parties have executed this Agreement as of the day and year first above written.

ORION RENEWABLE RESOURCES LLC


By: Ben Snowden
Counsel for Orion Renewable Resources LLC

ACCION GROUP, LLC

By: Harold T. Judd
Title:

Exhibit A

ACKNOWLEDGMENT AND AGREEMENT

The undersigned, are employees or attorneys of Orion and acknowledge receipt and an opportunity to review the Comprehensive Confidentiality Agreement between Accion Group, LLC, and Orion Renewable Resources LLC, dated October 30, 2020 (the "Agreement"). The undersigned further agrees to be bound by the terms of the Agreement in consideration for receiving Protected Information.

This Acknowledgment and Agreement is made effective this 15 day of ^{Nahm}~~October~~ 2020.

Benjamin L. Snowden

Title: Ben Snowden
Counsel for Orion Renewable Resources

Exhibit D

**ORION RENEWABLE RESOURCES LLC'S MOTION TO COMPEL AND FOR
LEAVE TO FILE SUPPLEMENTAL TESTIMONY**

Docket No. SP-13695, Sub 1



Sent Via Email & U.S. Mail
May 11, 2021

Benjamin L. Snowden, Esquire
Kilpatrick Townsend & Stockton LLP
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609

Re: In the Matter of Petition for Relief of Orion Renewable Resources LLC
Docket No. SP-13695, Sub 1

Dear Ben:

In response to your email of this past Thursday, May 6, 2021, our client respectfully declines to provide the data you have requested.

It is Accion's belief that the Market Participants or bidders whose data you seek provided proprietary information with the reasonable expectation that it would not be shared with competitors. The Comprehensive Confidentiality Agreement by its terms pertains to the October 21, 2020 hearing before the Commission that took place on November 2, 2020. In addition, while it may include prohibitions against your client's disclosure of data to third-parties, it would not provide any assurance that it would not be useful to and/or used by your client in future competitive bidding situations.

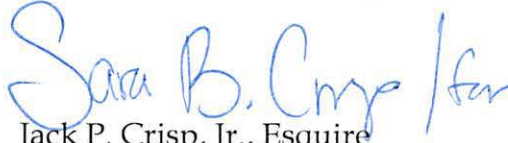
In addition, your request requires the production of data that does not currently exist. It would be necessary to generate calculations to provide what you appear to be requesting.

Should the Commission request or order that Accion perform the necessary calculations and provide the data, Accion will of course comply. Otherwise, Accion does not believe it would appropriate to provide the data you requested.

I remain,

Very truly yours,

THE CRISP LAW FIRM, PLLC

A handwritten signature in blue ink that reads "Sara B. Crisp / for". The signature is written in a cursive, flowing style.

Jack P. Crisp, Jr., Esquire

jack.crisp@crisplaw.com

JPC/cpj

pc: Accion Group, LLC

Daniel C. Higgins, Esquire

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