

**Memorandum of Understanding
Benefit Enhancements in Connection with the COVID-19 Pandemic**

This Memorandum of Understanding (“MOU”) is agreed to by and between Duke Energy Florida, LLC (the “Company”) and the IBEW System Council U-8 (“Union”) to address certain enhancements to the benefits provided to Union employees in connection with the COVID-19 pandemic, and shall apply notwithstanding anything in the Memorandum of Agreement between the Company and the Union effective March 9, 2020 through November 13, 2022 (“MOA”) or the 2020 Memorandum of Changes between the Company and the Union (“MOC”), to the contrary.

1. The Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) requires employers to implement certain changes to their benefit plans and allows employers to implement certain other changes to their benefit plans that would not otherwise be permitted under applicable Federal law. In response to the COVID-19 pandemic, the Company and its affiliates implemented the mandated CARES Act changes and also implemented certain elective CARES Act changes, as well as other changes, for Union employees on the same basis as for non-represented enterprise employees, as set forth in the table below.

Plan(s)	Benefit	Mandated or Elective	Begin Date	End Date
Duke Energy Active Medical Plan Duke Energy Active Dental Plan Duke Energy Active Vision Plan Duke Energy Health Care Spending Account Plan	Extension of COBRA Election Window	Mandated	3/1/2020	60 days after the end of the Outbreak Period ¹
Duke Energy Active Medical Plan Duke Energy Active Dental Plan Duke Energy Active Vision Plan Duke Energy Health Care Spending Account Plan	Extension of Initial COBRA Premium Payment Deadline	Mandated	3/1/2020	45 days after the end of the Outbreak Period
Duke Energy Active Medical Plan Duke Energy Active Dental Plan Duke Energy Active Vision Plan Duke Energy Health Care Spending Account Plan	Extension of Ongoing COBRA Premium Payment Deadline	Mandated	3/1/2020	30 days after the end of the Outbreak Period

¹ The “Outbreak Period” ends 60 days after the end of the national emergency.

Plan(s)	Benefit	Mandated or Elective	Begin Date	End Date
Duke Energy Active Medical Plan	Extension of Enrollment Deadline for HIPAA Special Enrollment Allowable Changes	Mandated	3/1/2020	31 days after the end of the Outbreak Period
Duke Energy Active Medical Plan	Coverage of COVID-19 Testing	Mandated	3/18/2020	The end of the Public Health Emergency period as declared by HHS
Duke Energy Active Medical Plan	No Cost Share – COVID-19 Testing Virtual Visits with Local Provider	Mandated	3/18/2020	The end of the Public Health Emergency period as declared by HHS
Duke Energy Active Medical Plan	No Cost Share - Virtual Visits Unrelated to COVID-19 with 3 UHC Partners	Elective	3/18/2020	TBD ²
Duke Energy Health Care Spending Account Plan	Allow Prospective Mid-Year Health Care Spending Account Changes	Elective	3/18/2020	12/31/2020
Duke Energy Health Care Spending Account Plan	Additional Expenses Eligible for Reimbursement from HCSA for Over-the-Counter Drugs without a Prescription and Menstrual Products	Elective	1/1/2020	Until IRS or other authorized agency modifies the definition of eligible expenses
Duke Energy Employee Assistance Program	Additional EAP Visits	Elective	4/1/2020	TBD ²
Duke Energy Retirement Savings Plan	CARES Act Withdrawal Allows for a Distribution of up to \$100,000 from RSP	Elective	3/27/2020	12/30/2020
Duke Energy Retirement Savings Plan	Deferment of 2020 RSP Loan Repayments	Elective	3/27/2020	12/31/2020
Duke Energy Retirement Savings Plan	RSP Required Minimum Distributions Waived for 2020 – Plan Implementation	Elective	3/27/2020	12/31/2020
Duke Energy Retirement Savings Plan	CARES Act Loan - Doubles Loan Limit to the Lesser of \$100,000 or 100% of Vested Balance	Elective	Fidelity implemented functionality on 5/18/2020	9/23/2020
All Duke Energy-Sponsored Plans (Health and Welfare and Retirement)	Extension of Claims and Appeals Filing Deadlines	Mandated	3/1/2020	Outbreak Period is Disregarded for Purposes of Applying the Claims and Appeals Filing Deadlines

² See Section 2 below for agreed upon end date.

2. Consistent with the provisions of the CARES Act, the Company and the Union agree that the mandated and elective changes described in the table above have been, and will continue to be, provided to Union employees on the same basis as such benefits are provided to the Company's non-represented enterprise employees, until the end date listed above at which time the above-mentioned plans shall revert back to the terms and conditions in effect prior to these changes, subject to the following:

- with respect to coverage of virtual visits unrelated to COVID-19 with UHC's virtual visit partners, the Company may choose, in its sole discretion, to continue to provide coverage of virtual visits unrelated to COVID-19 with UHC's virtual visit partners at no cost to participants in the Duke Energy Active Medical Plan ("Medical Plan") for all or a portion of 2021 (but no later than December 31, 2021) on the same basis as such coverage is provided to the Company's non-represented enterprise employees, after which time virtual visits unrelated to COVID-19 with UHC's virtual visit partners shall be revert back to the Medical Plan's cost sharing provisions in effect prior to these changes; and
- with respect to the number of visits available under the Duke Energy Employee Assistance Program ("EAP"), the Company may choose, in its sole discretion, to continue to make additional EAP visits available on and after January 1, 2021 on the same basis as such coverage is provided to the Company's non-represented enterprise employees, after which time the number of EAP visits available shall revert back to the terms and provisions of the EAP plan which were in effect prior to these changes.

If the Company ceases providing coverage for virtual visits unrelated to COVID-19 with UHC's virtual visit partners at no cost to Medical Plan participants or the Company reduces the number of EAP visits available, the Company shall provide the Union with thirty (30) days advance written notice of such change.

3. The Parties agree that all other provisions of the MOA and MOC remain unchanged except as expressly provided for in this MOU.

For the Company

Stacy Sells 8/5/2020

Date

For the Union

[Signature] 8/5/2020

Date