

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is agreed to between Duke Energy Florida, Inc. ("Company") and the IBEW System Council U-8 ("Union") for the purpose of extending the expiration date of the "No Strike/No Lockout" language in the Memorandum of Agreement.

1. Pursuant to Article XII the Union requested to re-open the current Memorandum of Agreement ("MOA") between the Parties to negotiate wages and benefits. The Parties have been engaged in good faith negotiation regarding these issues and the Company made the following Final Offer, which was rejected by the Union's membership:

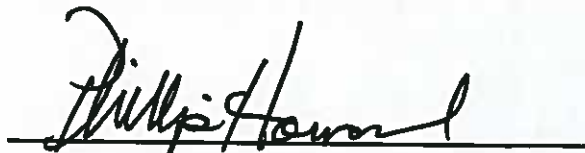
The Company withdraws Proposals M-1 and M-2.  
M-3 – A General Wage Increase effective December 3, 2018  
of 3% for all classifications in Exhibit A.

2. The Parties plan to meet again on November 29 to continue good faith negotiations in an effort to reach an agreement under the wage and benefits reopener. However, pursuant to Article XII, if no agreement is reached by December 2, 2018, the "no strike/no lockout" language of Article II, Section 6 shall expire.

3. Therefore, in the interest of harmonious relations, the Parties agree that the expiration date for the "no strike/no lockout" provisions of Article XII, shall be extended to December 31, 2018. Furthermore, should no agreement be reached by December 31, 2018, and presuming no additional extensions have been agreed to by the parties, there shall not be a strike or lockout of employees without fourteen (14) days-notice to the other Party.

Duke Energy Florida, Inc.,

International Brotherhood of Electrical  
Workers, System Council U-8,



11/28/18  
Date

11/28/2018  
Date