

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY OF NO GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA**

Instructions to QF: The QF shall deliver, via certified mail, courier, hand delivery or email, its executed Notice of Commitment to:

Power Contracts
Dominion Energy North Carolina
600 Canal Place,
17N
600 East Canal St.
Richmond, Virginia
23219
powercontracts@dominionenergy.com

Any subsequent notice that a QF is required to provide to Company pursuant to this Notice of Commitment shall be delivered to the same address by one of the foregoing delivery methods.

1. [_____] (“Seller”) hereby commits to sell to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) all of the electrical output of the Seller’s qualifying facility (“QF”) (the “Facility”).
2. The name, address, and contact information for Seller is:

Telephone: _____

Email: _____
3. By execution and submittal of this commitment to sell the output of the Facility (the “Notice of Commitment”), Seller certifies as follows:
 - a. Eligibility for Schedule 19: Seller is a qualifying facility (“QF”) with a maximum nameplate capacity of 1,000 kW and is eligible for the Company’s Schedule 19.
 - b. Report of Proposed Construction (Rule R8-65): Seller has filed a report of proposed construction for its _____ kW (net capacity ac) Facility with the NCUC pursuant to NCUC Rule R8-65 (“Report of Proposed Construction”) on [insert date] in Docket No. _____.

- c. Application to Interconnect to Company's System: Seller is requesting to become an Interconnection Customer of the Company, as that term is defined in the North Carolina Interconnection Procedures ("NCIP"), and has submitted, and received notification from the Company pursuant to Section 1.4.1 of the NCIP that Company has received, either:
 - i. the NCIP Attachment 6 Interconnection Request Application Form for Certified Inverter-Based Generating Facilities No Larger Than 20 kW pursuant to NCIP Section 2; or
 - ii. the NCIP Attachment 2 Interconnection Request Application Form requesting Fast Track review pursuant to NCIP Section 3.
4. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility:¹
 - a. The Facility is not located less than one (1) mile from an affiliated small power production QF using the same energy resource.
 - b. The Facility is not located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource. If Seller cannot so confirm, Seller has determined and confirms the following:
 - i. The Facility does not share interconnection facilities, collector systems or facilities, control systems, step-up transformers, control facilities, or any other infrastructure, or access or easements, or common permits or property leases with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and
 - ii. The Facility is not owned or controlled by the same person(s) or affiliated person(s) or operated and maintained by the same or affiliated entity(ies) as an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and

¹ For measurement purposes all distances will be calculated as the distance between the edge of the nearest "electrical generating equipment" at the Facility and an affiliated QF using the same energy resource. The term "affiliate" is as defined at 18 C.F.R. § 35.36(a)(9).

- iii. The Facility does not have any of the following in common with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility: common debt or equity financing; or sharing engineering or procurement contracts.
5. For purposes of demonstrating commercial viability and financial commitment to complete the Facility, Seller warrants as follows:
 - a. Seller has taken meaningful steps to obtain site control adequate to commence construction of the project at the proposed location; and
 - b. Seller has filed an interconnection application with the Company as discussed above at item 3.c.; and
 - c. Seller has submitted all required applications including filing fees to obtain all necessary local permitting and zoning approvals.
6. By execution and submittal of this Notice of Commitment, Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for the Facility will be established upon the Company’s receipt of this Notice of Commitment Form, and shall be based upon (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day (Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.
7. The LEO Date will be used to determine Seller’s eligibility for the rates, terms and conditions of the Company’s currently effective Schedule 19.
8. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:

- a. Upon execution of a PPA between Seller and Company;
- b. If a Seller does not execute a PPA within sixty (60) days of the Company's delivery of an "executable" PPA. An executable PPA shall mean a PPA delivered to the QF by the Company that contains all information necessary for execution and that the Company has requested that the QF execute and return.
- c. A Seller's withdrawal of its commitment to sell as represented by this Notice of Commitment Form prior to expiration of the Notice of Commitment period, as identified in subsection 6.(b) above, shall result in termination of the LEO, and the Seller shall only be offered an as-available rate for a two-year period following such termination of the LEO. Thereafter, the Seller may elect to submit a new Notice of Commitment Form to establish a new LEO.

The undersigned is duly authorized to execute this Notice of Commitment for the Seller:

[Name]

[Title]

[Company]

Date