

Schedule 19-LMP

**AGREEMENT FOR THE SALE
OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AGREEMENT, effective this ____ day of _____, 20__, (the “Effective Date”) by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation with its principal office in Richmond, Virginia, doing business in Virginia as Dominion Virginia Power, and in North Carolina as Dominion Energy North Carolina, hereinafter called “Dominion Energy North Carolina” or “Company,” and _____ [Operator Corporate Name], a [State & Form, e.g., “North Carolina Corporation”], with its principal office in _____ [City], _____ [State], hereinafter called “Operator.” Both Dominion Energy North Carolina and Operator also are herein individually referred to as “Party” and collectively referred to as “Parties”:

RECITALS

WHEREAS, the North Carolina Utilities Commission (“Commission”) has adopted a rate schedule described in this Agreement below as **Schedule 19-LMP** applicable to eligible Qualifying Facilities (or “QF” as that term is defined in 18 C.F.R. § 292) which can provide Contracted Capacity (as defined in Schedule 19-LMP up to 1000 kW; and

WHEREAS Operator is the owner of the [Name of Facility] (the “Facility”) described in the Certificate of Public Convenience and Necessity issued by the North Carolina Utilities Commission (“Commission”) in Docket No. SP-_____ (“CPCN”); and

or [The inapplicable recital will be deleted]

WHEREAS Operator is the owner of the [Name of Facility] (the “Facility”) described in the report of proposed construction notice (“RPCN”) filed with the Commission in Docket No. SP-_____, and

WHEREAS, the Facility is located in Dominion Energy North Carolina’s retail service area in [address, city, county], North Carolina, and the Parties hereto wish to contract pursuant to Schedule 19-LMP for the sale of electrical output from such a QF to be operated by Operator.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto contract and agree with each other as follows:

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Article 1: Parties' Purchase and Sale Obligations

Dominion Energy North Carolina or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and up to the Contracted Capacity) made available for sale from the Facility on [Operator to choose] ___ a simultaneous purchase and sale arrangement OR ___ an excess sale arrangement. The Mode of Operation that the Operator elects to operate the Facility is. [Operator to select Mode of Operation]:

___ A QF with a design capacity greater than 10 kW electing to supply energy and capacity as per Schedule 19-LMP paragraph III.A or

___ A QF with a design capacity of 10 kW or less electing to supply energy-only as per Schedule 19-LMP paragraph III.B.

Article 2: Term and Commercial Operations Date

This Agreement shall commence on the Effective Date and, unless earlier terminated under any other provision of this Agreement, shall continue in effect for a period of _____ () years from the commercial operations date ("COD"). The COD shall be the first date that all of the following conditions have been satisfied:

(a) The Facility has been permanently constructed, synchronized with and has delivered electrical output to the Dominion Energy North Carolina system and such action has been witnessed by an authorized Dominion Energy North Carolina employee;

(b) After completion of item a) above, Dominion Energy North Carolina has received written notice from Operator specifying the COD and certifying that the Facility is ready to begin commercial operations as a QF;

(c) Operator and Dominion Energy North Carolina (or the PJM Interconnection, L.L.C. or other operator of the Dominion Energy North Carolina transmission system, as applicable) have executed an interconnection service agreement for delivery of electrical output generated by the Facility onto the Company's electrical system ("Interconnection Agreement"), a copy of which has been provided to Company;

(d) The Facility is a QF; and

(e) The CPCN or RPCN, as applicable, is in full force and effect.

For contract terms up to 10 years, this Agreement may be renewed at the option of Dominion Energy North Carolina in accordance with Section I of Schedule 19-LMP.

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Article 3: Contracted Capacity

The Facility, consisting of _____ generator(s), has an aggregate maximum net power production capacity (calculated in accordance with FERC Form 556) of approximately _____ kW alternating current (“ac”). The Facility’s Contracted Capacity shall be _____ kW ac.

Article 4: Attachments

The following documents are attached hereto and are made a part hereof:

- Exhibit A: Quarterly Status Report Contents
- Exhibit B: General Terms and Conditions
- Exhibit C: Schedule 19-LMP
- Exhibit D: Evidence of QF Status on the Effective Date
- Exhibit E: Copy of CPCN or RPCN, as applicable.
- Exhibit F: Summary of Key Contractual Details
- Exhibit G: Energy Storage Device Addendum

Article 5: Price

Payments for all energy and Contracted Capacity purchased hereunder shall be determined by the provisions and rate determination methods for payments in Schedule 19-LMP included herewith as Exhibit C and pursuant to Operator elections within such Schedule 19-LMP, if any, as stated in Article 1 hereof. Operator will be permitted a one-time switch to Schedule 19 - FP subject to the terms of Section VIII of Schedule 19-LMP.

Payments for energy will begin on the COD. All energy delivered prior to the COD shall be paid pursuant to the attached Schedule 19-LMP tariff Section V.

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Article 6: Operator's Pre-COD Obligations

(a) Status Report. After execution of this Agreement and until the COD, Operator shall deliver a quarterly status report to the Company with the information set forth in Exhibit A. This status report shall be delivered to Dominion Energy North Carolina on or before the following dates each year: January 15, April 15, July 15, and October 15.

(b) Commencement of Construction. The Facility will be considered to have commenced construction on the first day upon which all of the following have occurred: (1) the issuance by Operator to its construction contractor for the Facility of a written unconditional notice-to-proceed with unrestricted construction activities for the Facility; (2) the mobilization of major construction equipment and construction facilities on the Facility site; and (3) the commencement of major structural excavation and structural concrete work relating to a major component of the Facility such as a power island or ground mounting systems for solar panels and inverters consistent with having commenced a continuous process of construction relating to the Facility. Dominion Energy North Carolina shall have no obligation to accept a declaration of Commercial Operations earlier than four (4) months prior to the anticipated COD date. The anticipated COD is _____, 20__.

Article 7: Early Termination

(a) Defaults with No Cure Period. Operator and Company agree that Operator's failure to comply with any of the following will be a material breach of this Agreement and shall result in Company's right to early termination of this Agreement upon written notice to Operator, but without being subject to a cure period, provided however, that Company shall be obligated to pay for any capacity and energy delivered by Facility prior to termination of this Agreement at the rates stated herein:

(i) Failure to commence construction of the Facility, as defined in Section 6(b), within the later of fourteen (14) months from the Effective Date of this Agreement or thirty (30) days after the Company tenders an Interconnection Agreement for execution by Operator;

(ii) Delivery or supply of electrical output to any entity other than Dominion Energy North Carolina or its agent, assignee or successor;

(iii) Operator increases the aggregate maximum net power production capacity (calculated in accordance with FERC form 556) of the Facility above the Contracted Capacity-without the prior written approval of Company; or

(iv) failure to generate and deliver any energy and capacity from the Facility for more than 180 consecutive days at any time after COD; provided, however, if such failure is due to Force Majeure as defined in Exhibit B and Operator has

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complied with the requirements of Exhibit B with respect to such Force Majeure, then Company may not terminate this Agreement unless the failure lasts for three hundred sixty-five consecutive days.

(b) Defaults with Cure Period. Operator and Company agree that the following events if not cured by Operator within thirty days of notice from Company shall constitute a default giving Company the right to terminate this Agreement:

(i) failure to meet the requirements necessary to maintain QF status or revocation of its QF status for any reason;

(ii) failure to provide a status report in accordance with Section 6(a);

(iii) termination of the Interconnection Agreement or suspension of Operator's right to interconnect the Facility under the Interconnection Agreement unless such failure is due to a breach of the Interconnection Agreement by a party other than the Operator; or

(iv) failure to perform in any material way, any other obligations, which failure would not constitute an individual event of default under Section 7(a) or Section 7(c).

Notwithstanding any cure period, Company shall not be obligated to purchase any energy or Contracted Capacity under this Agreement while such default remains uncured.

(c) Delay in COD. Company shall have the right to terminate this Agreement if Operator fails to achieve Commercial Operations Date within thirty months from the date of a Commission Order approving the Schedule 19-LMP rates filed by the Company in Docket No. E-100, Sub 167; provided, however, an Operator may be allowed additional time to begin deliveries of electrical output to the Company if the QF facilities in question are nearly complete at the end of such thirty month period and the QF is able to demonstrate that it is making a good faith effort to complete its project in a timely manner.

Furthermore, any Material Alteration to the Facility shall require the prior written consent of the Company, which may be withheld in the Company's sole discretion, and shall not be effective until memorialized in an amendment executed by the Company and the Operator. "Material Alteration" as used in this Agreement shall mean a modification to the Facility which renders the Facility description specified in this Agreement inaccurate in any material sense as determined by the Company in a commercially reasonable manner including, without limitation, (i) the addition of an Energy Storage Device ("ESD"), defined as a component of the Facility that uses energy storage technology, including but not limited to battery storage; (ii) a modification which results in an increase to the Contracted Capacity, Nameplate Capacity (in AC or DC), generating capacity (or similar

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term used in the Agreement) or the estimated annual energy production of the Facility (the “Existing Capacity”), or (iii) a modification which results in a decrease to the Existing Capacity by more than five (5) percent. Notwithstanding the foregoing, the repair or replacement of equipment at the Facility (including solar panels) with like-kind equipment, which does not increase Existing Capacity or decrease the Existing Capacity by more than five percent (5%) shall not be considered a Material Alteration.

Operator agrees that if this Agreement is canceled by Dominion Energy North Carolina prior to the end of the initial term of this Agreement for nonperformance by the QF, then, Dominion Energy North Carolina shall have all rights and remedies available at law or in equity.

Article 8: Representations and Warranties

Operator represents and warrants that it has the right to operate the Facility in accordance with the terms of this Agreement. Operator further represents and warrants that all permits, approvals, and/or licenses necessary for the operation of the Facility will be obtained prior to the COD and shall be maintained throughout the Term of this Agreement. Operator shall provide such documentation and evidence of such right, permits, approvals and/or licenses as Dominion Energy North Carolina may reasonably request, including without limitation air permits, leases and/or purchase agreements.

Article 9: Notices and Payments

All correspondence and payments concerning this Agreement shall be to the addresses below. Either Party may change the address by providing written notice to the other Party.

[OPERATOR]:

[Operator Name]
[Operator Address]

DOMINION ENERGY NORTH CAROLINA:

Virginia Electric and Power Company
Power Contracts
600 Canal Place – 17S
600 East Canal Street
Richmond, Virginia 23219

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Article 10: Integration of Entirety of Agreement

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement with respect to the purchase and sale of electrical output generated by the Facility. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have caused their names to appear below,
signed by authorized representatives as of the date first shown above.

[OPERATOR]

By:

Title:

Date:

VIRGINIA ELECTRIC AND POWER COMPANY

By:

Title:

Date:

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EXHIBIT A

The quarterly status reports required by Article 6 shall include the following information and any additional information that may be reasonably requested by Company.

- Status of financing and expected closing date
- Notification and status of any plans to change control or ownership of the project
- Site location and acreage
- EIA Plant Code
- Description of construction status
- Timeline of construction to include:
 - Start date of construction
 - Construction completion date
 - Date for start-up and testing
- Timeline for interconnection through completion
- Current interconnection status
- Status of required permits
- Notice of any changes, modifications, or assignment of CPCN, RCPN and QF Status
- Summary of anticipated design components including transformer voltages and maximum output in AC & DC
- Estimated COD

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EXHIBIT B
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Dominion Energy North Carolina, which consent shall not be unreasonably withheld, provided, that such assignment does not require any amendment of the terms and conditions of the Agreement, other than the notice provisions, thereof. Any attempted assignment that Dominion Energy North Carolina has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay the Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$12,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of the Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

Operator shall indemnify and save harmless and, if requested by Dominion Energy North Carolina, defend Dominion Energy North Carolina, its officers, directors and employees from and against any and all losses and claims or demands for damages to real property or tangible personal property (including the property of Dominion Energy North Carolina) and injury or death to persons arising out of, resulting from, or in any manner caused by the presence, operation or maintenance of any part of Operator's Facility; provided, however, that nothing herein shall be construed as requiring Operator to indemnify Dominion Energy North Carolina for any injuries, deaths or damages caused by the sole negligence of Dominion Energy North Carolina. Operator agrees to provide Dominion Energy North Carolina written evidence of liability insurance coverage, which is specifically and solely for the Facility, prior to the operation of the Facility. Operator agrees to have Dominion Energy North Carolina named as an additional insured, and shall keep such coverage current throughout the term of this Agreement.

III - QF Requirements

Operator represents and warrants that its Facility meets the QF requirements established as of the Effective Date of this Agreement by the FERC's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to maintain QF status throughout the term of this Agreement. Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to status of the Facility as a QF. If requested by Dominion Energy North Carolina prior to May 1 of any year, Operator agrees

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to provide Dominion Energy North Carolina by July 1 of the same year information for the preceding year that is deemed sufficient by Dominion Energy North Carolina to determine the Operator's continuing compliance with its QF requirements.

IV - Consequential Damages

In no event shall either Party be liable to the other for any special, indirect, incidental or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the Parties expressly set forth in this Agreement.

V - Amendments, Waivers, Severability and Headings

This Agreement, including the appendices thereto, can be amended only by agreement between the Parties in writing. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the Parties shall be deemed to be reduced only as much as may be required to remove the impediment. The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

VI - Compliance with Laws

Operator covenants that it shall comply with all applicable provisions of Executive Order 11246, as amended; § 503 of the Rehabilitation Act of 1973, as amended; § 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and implementing regulations set forth in 41 C.F.R. §§ 60.1, 60-250, and 60-741 and the applicable provisions relating to the utilization of small minority business concerns as set forth in 15 U.S.C. § 637, as amended. Operator agrees that the equal opportunity clause set forth in 41 C.F.R. § 60-1.4 and the equal opportunity clauses set forth in 41 C.F.R. § 250.5 and 41 C.F.R. 60-§741.5 and the clauses relating to the utilization of small and minority business concerns set forth in 15 U.S.C. § 637(d) (3) and 48 C.F.R. § 52-219.9 are hereby incorporated by reference and made a part of this Agreement. If this Agreement has a value of more than \$500,000, Operator shall adopt and comply with a small business and small disadvantaged business subcontracting plan which shall conform to the requirements set forth in 15 U.S.C. § 637(d)(6). The provisions of this section shall apply to Operator only to the extent that:

- (a) Such provisions are required of Operator under existing law;

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(b) Operator is not otherwise exempt from said provisions; and

(c) Compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000 et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement.

Operator shall: (a) maintain the Facility in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion Energy North Carolina may refuse to accept deliveries of power hereunder.

Dominion Energy North Carolina may enter Operator's premises: (a) to inspect Operator's protective devices at any reasonable time; (b) to read or test meters and metering equipment; and (c) to disconnect, without notice, the Facility if, in Dominion Energy North Carolina's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Dominion Energy North Carolina facilities or other customers' facilities from damage or interference caused by Operator's Facility or lack of properly operating protective devices. Dominion Energy North Carolina will endeavor to notify Operator as quickly as practicable if disconnection occurs as provided in (c) above. Any inspection of Operator's protective devices shall not impose on Dominion Energy North Carolina any liabilities with respect to the operation, safety or maintenance of such devices.

VIII - Metering

Dominion Energy North Carolina will meter all electrical output delivered from the Facility in accordance with Good Utility Practice.

Operator agrees to pay an administrative charge to Dominion Energy North Carolina to reflect all reasonable costs incurred by Dominion Energy North Carolina for meter reading and billing, also referred to as metering charges. The monthly meter reading and billing charge shall change from time to time when the NCUC approves a different charge in Schedule 19-LMP.

In addition, Operator agrees to pay any fees required to provide and maintain leased telephone lines required for meter reading by Dominion Energy North Carolina.

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IX - Billing and Payment

Dominion Energy North Carolina shall read the meter(s) in accordance with its normal meter reading schedule. Within twenty-eight (28) days thereafter, Dominion Energy North Carolina shall send via mail Operator payment for energy and Contracted Capacity delivered, except if payment is made via wire transfer then payment shall be made within thirty-one (31) days thereafter. At Dominion Energy North Carolina's option, (i) Dominion Energy North Carolina may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Dominion Energy North Carolina may invoice Operator for such charges separately. Payment by Dominion Energy North Carolina shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess of any payments due Operator, Dominion Energy North Carolina shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

In the event that any data required for billing purposes hereunder are unavailable when required for such billing, the unavailable data shall be estimated by Dominion Energy North Carolina, based upon historical data. Such billing shall be subject to any required adjustment in a subsequent billing month.

Operator agrees that Dominion Energy North Carolina shall be entitled to withhold sufficient amounts due pursuant to this Agreement to offset (a) any damages to Dominion Energy North Carolina resulting from any breach of this Agreement by Operator, and (b) any other amounts Operator owes Dominion Energy North Carolina, including amounts arising from sales of electricity by Dominion Energy North Carolina to Operator, metering charges and Interconnection Facilities charges.

In no event shall Dominion Energy North Carolina be liable to Operator for any energy and Contracted Capacity payments in excess of the amounts contracted for herein, regardless of the ultimate length of this Agreement or revisions to Schedule 19-LMP or successor schedules. Operator hereby agrees to accept the Contracted Capacity and energy payments as set forth herein as its sole and complete compensation for delivery of Contracted Capacity and energy to Dominion Energy North Carolina.

X - Force Majeure

Neither Party shall be considered in default under this Agreement or responsible to the other Party in tort, strict liability, contract or other legal theory for damages of any description for any interruption or failure of service or deficiency in the quality or quantity

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of service or any other failure to perform any of its obligations hereunder to the extent such failure occurs without fault or negligence on the part of that Party and is caused by factors beyond that Party's reasonable control, which by the exercise of reasonable diligence that Party is unable to prevent, avoid, mitigate or overcome, including without limitation storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or public enemy, action or inaction of a court or public authority, fire, sabotage, war, explosion, curtailments, unscheduled withdrawal of facilities from operation for maintenance or repair or any other cause of similar nature beyond the reasonable control of that Party (any such event, "Force Majeure"). Solely economic hardship of either Party shall not constitute Force Majeure under this Agreement. Nor shall anything contained in this paragraph or elsewhere in this Agreement excuse Operator or Dominion Energy North Carolina from strict compliance with the obligation of the Parties to comply with the terms of Article IX of this Exhibit B relating to timely payments.

Each Party shall have the obligation to operate in accordance with Good Utility Practice (as defined below) at all times and to use due diligence to overcome and remove any cause of failure to perform.

If a Party relies on the occurrence of an event of Force Majeure described above as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the Force Majeure event shall:

- a) Provide within forty-eight (48) hours written notice of such Force Majeure event or potential Force Majeure to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder;
- b) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) Expeditiously take action to correct or cure the Force Majeure event excusing performance; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;
- d) Exercise all reasonable efforts to mitigate or limit damages to the other Party; and
- e) Provide prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance. All performance obligations hereunder shall be extended by a period equal to the term of the resultant delay.

If a Party responding to a Force Majeure event has the ability to obtain, for additional expenditures, expedited material deliveries or labor production which would allow a

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response to the event in a manner that is above and beyond Good Utility Practice, and such a response could shorten the duration of the Force Majeure event, the Party responding to the event may, at its discretion, present the other Party with the option of funding the expenditures for expediting material deliveries or labor production in an effort to reduce the duration of the event and economic hardship. Each such opportunity will be negotiated on a case-by-case basis by the Parties.

For purposes of this Agreement, “Good Utility Practice” shall mean any of the applicable practices, methods, standards, guides or acts: required by any governmental authority, regional or national reliability council, or national trade organization, including NERC, SERC, or the successor of any of them, as they may be amended from time to time whether or not the Party whose conduct is at issue is a member thereof; otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period which in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, good business practices, generation, transmission and distribution reliability, safety, environmental protection, economy and expediency. Good Utility Practice is intended to be acceptable practices, methods, or acts generally accepted in the region, or any other acts or practices as are reasonably necessary to maintain the reliability of the Transmission System (as defined in the Interconnection Agreement), or of the Facility, and is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others.

DOMINION ENERGY NORTH CAROLINA
Docket No. E-100, Sub 175

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EXHIBIT C

Exhibit C is a copy of Schedule 19-LMP

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EXHIBIT D

Exhibit D is a copy of the Operator Form 556 or FERC self certification of QF status in effect as of the Effective Date.

OR

If Facility is 1 MW or less than 1 MW, Operator may submit the following statement as Exhibit D that the Facility qualifies as a Qualifying Facility (QF) under federal law:

Federal law exempts small power production or cogeneration facilities with net power production capacities of 1 MW or less from certain certification requirements in order to qualify as a qualifying facility (“QF” or “Qualifying Facility”). Therefore, [QF Name Here] submits the Facility is exempt from the certification requirements, but submits that the Facility qualifies as a Qualifying Facility under federal law set forth in the Public Utility Regulatory Policies Act of 1978 (codified at 16 U.S.C. § 824a3).

Name

Title

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EXHIBIT E

Exhibit E is the CPCN or RPCN for the Facility, as applicable.

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EXHIBIT F

Key Contractual Details

| | |
|---------------------------------------|--|
| Project Name: | |
| Size (MW): | |
| Fuel Type / Technology: | |
| Facility Address: | |
| Developer Name: | |
| Avoided Cost Docket: | |
| LEO Date: | |
| CPCN / RPCN Docket and Approval Date: | |
| PPA Execution Date(s) | |
| PPA Effective Date: | |
| PPA Term: | |
| Interconnection Queue Number: | |
| PJM Node: | |
| COD Date(s) / Statutory Deadlines: | |

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EXHIBIT G

Energy Storage Device Addendum

This Exhibit G provides information related to energy storage device (“ESD”) equipment to be co-located at the Facility:

- The ESD must be installed in accordance with system requirements and shall utilize the Facility as its sole charging source.
- All necessary certifications, studies, permitting, and fees associated with the ESD (including but not limited to regulatory approvals, CPCNs, system impact studies, facilities charges, and interconnection agreements) are the sole responsibility of Operator.
- The ESD must be capable of being separately metered in order to allow for measurement of the hourly ESD output exclusive of the Facility output.
- The maximum output of the Facility, including any storage capability of the ESD, in any given hour shall be limited to the Facility’s Contract Capacity as specified in the Agreement.
- The ESD meter shall be owned by the Company.

| | |
|--|--|
| Storage Name / Identification (if different than Facility): | |
| Size (MW AC / DC): | |
| Fuel Type / Technology: | |
| Discharge Rating (Hours): | |
| LEO Date: (if not addressed by Exhibit F) | |
| CPCN / RPCN Docket and Approval Date: (if not addressed by Exhibit F) | |
| Interconnection Queue Number: (if not addressed by Exhibit F) | |