

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY WITH GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA**

Pursuant to the North Carolina Utilities Commission’s October 11, 2017 Order issued in Docket No. E-100, Sub 148, this notice of commitment form establishes the procedure for a qualifying facility (“QF”) with a nameplate capacity greater than 1 MW (ac)¹ to establish a legally enforceable obligation (“LEO”) and to commit to sell the output of a proposed QF generating facility to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) as provided for in 18 C.F.R. § 304(d)(2). Please note that a different form is available for QFs with a nameplate capacity of 1 MW (ac) or less to commit to sell their output to the Company under the currently available standard offer power purchase agreement and terms and conditions.

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 the Company all of the electrical output of the Seller’s qualifying facility (“QF”) described in Seller’s self-certification of QF status filed with the Federal Energy Regulatory Commission in Docket No. QF _____ (the “Facility”).

2. The name, address, and contact information for Seller is:

Telephone: _____

Email: _____

¹ FERC has exempted the Company from the PURPA purchase obligation with respect to small power producers sized greater than 5 MW. See Letter Order, Docket No. QM21-12-000 (Jun. 16, 2021).

3. By execution and submittal of this commitment to sell the output of the Facility (the "Notice of Commitment"), Seller certifies as follows:
- a. Certificate of Public Convenience and Necessity/Report of Proposed Construction (indicate the applicable certification below):
 - i. _____ Seller has received a certificate of public convenience and necessity ("CPCN") for the construction of its _____ kW (net capacity ac) Facility from the North Carolina Utilities Commission ("NCUC") pursuant to North Carolina General Statute § 62-110.1 and NCUC Rule R8-64, which CPCN was granted by NCUC on [insert date] in Docket No. _____.
 - ii. _____ Seller is exempt from the CPCN requirements pursuant to North Carolina General Statute § 62-110.1(g) and 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. _____.
 - b. Application to Interconnect to Company's System:
 - i. _____ Seller has submitted a completed Interconnection Request on [insert date] pursuant to the North Carolina Interconnection Procedures ("NCIP") and has received notification from the Company pursuant to Section 1.4.1 of the NCIP that the Company received the Request.
 - ii. For a QF that has been designated as an A or B project in the interconnection queue, the LEO Date will be based upon the earlier of the following (indicate which of the below has occurred):
 - 1. _____ 105 days have passed since the submission of the interconnection request, or
 - 2. _____ Seller has received the system impact study from the Company.
 - iii. For a QF that has not been designated as an A or B project at the time of its interconnection request, the LEO Date will be based upon the earlier of the following (indicate which of the below has occurred):
 - 1. _____ 105 days have passed since the project was designated as an A or B project, or
 - 2. _____ Seller has received the system impact study from the public utility.

- iv. In either case, whether the QF has or has not been designated an A or B project, the 105-day period as part of establishing a LEO will remain in effect until the Commission issues a final order in Docket No. E-100, Sub 101. If, by final order issued in that docket, the Commission alters the NCIP's 105-day-deadline for providing a QF with the results of the utility's system impact study, that altered deadline shall be substituted for the 105-day standard provided in this LEO Form. If, prior to the expiration of the 105 days or the substituted date from Docket No. E-100, Sub 101, the utility anticipates being unable to deliver the results of the system impact study to the QF, then the utility may petition the Commission for an extension of that deadline and a delay in the establishment of the QF's LEO.
4. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility:²
 - 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
 - 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:

² 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).

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. Rates for purchases from the Facility will be based on the Company’s avoided costs as of the LEO Date, calculated using data current as of the LEO Date.
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 Seller does not execute a PPA within six months (as such period may be extended by mutual agreement of Seller and Company) after the Company’s submittal of the PPA to the QF, provided, however, that if no interconnection agreement for the Facility has been tendered to Seller prior to the expiration of such deadline, the deadline for execution of the PPA shall be automatically extended until the date that is five days after the date that the interconnection agreement is tendered to the Seller.

Notwithstanding the foregoing, if the PPA proposed by the Company becomes the subject of an arbitration or complaint proceeding, the six month deadline for execution of the PPA shall be tolled upon the filing of the pleading commencing such proceeding and thereafter the deadline for execution of the PPA will be as directed by the NCUC.

- 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