

DOMINION ENERGY SOUTH CAROLINA, INC.

NOTICE OF COMMITMENT TO SELL FORM

This notice of commitment form (the “Notice of Commitment”) is for use by a qualifying facility (“QF”) to certify its substantial and unconditional commitment to sell the output of a proposed QF generating facility to Dominion Energy South Carolina, Inc. (the “Company”) as provided for in S.C. Code Ann. § 58-41-20(D) and 18 C.F.R. 292.304(d)(2). Execution and submittal of this Notice of Commitment is not required for a QF to negotiate a Power Purchase Agreement (“PPA”). However, by submitting this form, [REDACTED] (“Seller”) commits to sell power to the Company, and the Company will rely upon this Notice of Commitment to plan for and serve its load. The Company and the QF are herein collectively referred to as the “Parties.”

The QF shall deliver this Notice of Commitment, along with any other notices hereunder, via certified mail, courier, hand delivery or email to:

Dominion Energy South Carolina, Inc. – Renewable Energy Technical Services
220 Operation Way
Mail Code: B-101
Cayce, South Carolina 29033
Attn.: Manager, Renewable Energy Technical Services
QFContracts@dominionenergy.com

1. Seller hereby commits to sell to the Company all of the electrical output of the Seller’s QF described in Seller’s self-certification of QF status filed with the Federal Energy Regulatory Commission (the “FERC”) in Docket No. QF _____ (the “Facility”), located at _____ (the “Project Site”); provided, however, that if Seller has a net power production capacity of 1 MW or less, and is exempted from filing with the FERC to obtain QF status, the Facility Description in Section 3 shall be deemed the “Project Site.”

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

Name: _____

Telephone:

Address: _____

Email:

3. Facility Description:

i. Nameplate rating: _____

ii. Fuel Source: _____

- iii. Electrical Location: _____
- iv. Physical Location (Address, E 911, or GPS):

4. By execution and submittal of this Notice of Commitment, Seller certifies as follows:

- i. Subject to Section 8(ii) below, Seller shall commence delivery of its electrical output to the Company on or before the date that is 365 days after the Submittal Date (as defined below).
- ii. Seller will be able to deliver its full electrical output to the Company for a period of 10 years, or for such lesser period that may be mutually agreed to in a PPA executed by the Parties (the “Delivery Term”).
- iii. The documents attached hereto as Exhibit A establish that Seller has secured control of the Project Site for at least the length of the Delivery Term.
- iv. Seller either has Interconnection Service or has requested Interconnection Service from the Company, pursuant to the South Carolina Generator Interconnection Procedures, Forms, and Agreements. If DESC has tendered a System Impact Study Agreement to Seller, then Seller has executed and returned to the Company a signed System Impact Study Agreement with all technical data necessary to complete the System Impact Study, and has paid any deposits required therein.
- v. On or prior to the Submittal Date, Seller submitted a non-refundable fee to the Company in the amount of five thousand dollars (\$5,000.00).

5. This Notice of Commitment shall take effect on its “Submittal Date” as hereinafter defined. “Submittal Date” means (i) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (ii) 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, (iii) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth above, or (iv) 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.

6. By execution and submittal of this Notice of Commitment, Seller acknowledges that the rates for purchases from the Facility will be based on the Company’s avoided costs as of the Submittal Date, calculated using data current as of the Submittal Date, unless otherwise mutually agreed.

7. The Parties acknowledge and agree that upon execution of a PPA by the Parties, the terms and conditions therein shall govern the purchase and sale of power by and between the Parties.
8. This Notice of Commitment shall automatically terminate, except for those provisions contained in Section 9, and be of no further force and effect in each of the following circumstances:
 - i. Upon execution of a PPA between Seller and Company.
 - ii. If Seller does not execute a PPA within 90 business days after the Submittal Date, provided, however, that if a final interconnection agreement for the Facility has not been tendered to Seller five business days prior to the expiration of such deadline, the deadline for execution of the PPA shall be the date that is five business days after the date that the final interconnection agreement is tendered to the Seller.
 - iii. If the Seller does not commence delivery of its electrical output to the Company within 365 days of the Submittal Date; provided, however, the Company has sufficient interconnection facilities available. If the Company determines that (i) sufficient interconnection facilities or (ii) other facilities and equipment including any modification, additions or upgrades to the Company's system, as specified in the interconnection agreement, that are needed to accommodate delivery of energy to the Company's System from the Facility ("Network Upgrades") are not available, and the delay in the availability of sufficient interconnection facilities or Network Upgrades is caused by (a) an event of Force Majeure (as that term is defined and governed in Article X of the Company's Form PPA approved by the Public Service Commission of South Carolina in Docket No. 2019-184-E), (b) a delay caused solely by Company, or (c) any delay in the Company's completion of the interconnection facilities or the Network Upgrades by the date that is 365 days after the Submittal Date unless Seller directly or indirectly has caused such delay; the Company shall inform the Seller at least 30 calendar days prior to the expiration of such 365-day period, and shall give the Seller a description of the additional facilities required to be constructed by DESC in order to establish adequate interconnection facilities. For the avoidance of doubt, neither party shall incur liability to the other for liquidated damages or similar damages pursuant to this Section 8(iii) arising out of the Company having insufficient interconnection facilities or Network Upgrades.
9. Upon termination of this Notice of Commitment pursuant to Section 8(ii) or (iii), the Seller shall pay to Company liquidated damages equal to the sum of (i) \$5,000.00 per MW-AC for nameplate rating (as specified in Section 3.i above) up to 20 MW-AC plus (ii) \$2,000.00 per MW-AC for all capacity above 20 MW-AC (as specified in Section 3.i above). Seller shall receive such payment of liquidated damages within fifteen (15) days of the effective date of the termination of this Notice of Commitment.

[signature page follows]

I swear or affirm, in my capacity as a duly-appointed officer of the Seller, that (i) I have personal knowledge of the facts stated in this Notice of Commitment, (ii) the Company may rely on this commitment for its resource needs and resource planning purposes, and (iii) I have authority to make this application on behalf of Seller, (iv) to my knowledge, all of the statements and representations made in this Notice of Commitment are true and correct as of the date hereof, and (v) Seller will comply will all requirements of the Public Service Commission of South Carolina and this Notice of Commitment.

By

Name

Title

Date

Exhibit A

See attached.