

**NOTICE OF COMMITMENT TO SELL THE OUTPUT  
OF A QUALIFYING FACILITY TO  
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY**

This notice of commitment form establishes the procedure for a PURPA qualifying facility (“QF”) to establish a legally enforceable obligation (“LEO”) and to commit to sell the output of a proposed QF generating facility to the North Carolina Eastern Municipal Power Agency (“NCEMPA”).

1. Delivery; Notices to Company. The QF shall deliver, via certified mail, courier, hand delivery or email, its executed Notice of Commitment to:

NCEMPA  
c/o Electricities of NC, Inc.  
1427 Meadow Wood Blvd.  
Raleigh, NC 27604  
Attn.: Marty Berland  
mberland@electricities.org

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

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

Legal Name of Seller: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

3. Commitment to Sell. Seller hereby commits to sell to NCEMPA 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 in Docket No. QF \_\_\_\_\_ (the “Facility”).
4. Certifications. By execution and submittal of this commitment to sell the output of the Facility (the “Notice of Commitment”), Seller certifies as follows:

(Select and complete the applicable certification(s) in Sections 4(A) and 4(B) below)

A. Certificate of Public Convenience and Necessity; or Report of Proposed Construction

- i. \_\_\_\_\_ Seller has received a certificate of public convenience and necessity (“CPCN”) for the construction of its \_\_\_\_\_kW (net capacity<sub>ac</sub>) 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<sub>ac</sub>) Facility with the NCUC pursuant to NCUC Rule R8-65 (“Report of Proposed Construction”) on \_\_\_\_\_ [insert date] in Docket No. \_\_\_\_\_.

5. Effective Date. This Notice of Commitment shall take effect on its “Submittal Date” as hereinafter defined. “Submittal Date” means (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to NCEMPA, (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 NCEMPA, (c) the receipted date of hand delivery of this Notice of Commitment to NCEMPA 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 NCEMPA 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. LEO Date. By execution and submittal of this Notice of Commitment, and assuming that the certifications provided herein are accurate, Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for Seller’s QF Facility will be determined as of the Submittal Date. Rates for purchases from the Seller’s QF Facility will be based on NCEMPA’s avoided costs as of the LEO Date, calculated using data current as of the LEO Date.
7. Termination. 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 NCEMPA.
  - b. If Seller does not execute a PPA within six months (as such period may be extended by mutual agreement of Seller and NCEMPA) after NCEMPA’s submittal of the PPA to the Seller, 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 final Interconnection Agreement is tendered to the Seller.

- c. Seller's failure to execute a PPA prior to expiration of the Notice of Commitment period, as identified in subsection 7.(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 expiration of the Notice of Commitment. 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]

\_\_\_\_\_  
[Seller Company]

\_\_\_\_\_  
[Date]