

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

THIS AGREEMENT, effective this 10th day of Mar., 2015, (the "Effective Date") by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service company with its principal office in Richmond, Virginia, doing business in Virginia as Dominion Virginia Power, and in North Carolina as Dominion North Carolina Power, hereinafter called "Dominion North Carolina Power" or "Company", and Hemlock Solar LLC, a North Carolina Corporation, with its principal office in Charlotte, North Carolina, hereinafter called "Operator", operator of the Hemlock Solar Facility, hereinafter called the "Facility":

RECITALS

WHEREAS, the North Carolina Utilities Commission has adopted a rate schedule described in this Agreement below as **Schedule 19-FP** applicable to Qualifying Facilities (or "QF" as that term is defined in 18 C.F.R. § 292) which can provide Contracted Capacity (a) up to 5000 kW from a hydroelectric generating facility, (b) up to 5000 kW from a generating facility fueled by trash or methane derived from landfills, hog waste, poultry waste, solar, wind or non-animal forms of biomass, or (c) up to 3000 kW for all other QFs; and

WHEREAS, the parties hereto wish to contract 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:

Article 1: Parties' Purchase and Sale Obligations

Dominion North Carolina Power or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and Contracted Capacity) made available for sale from the Facility on an excess sale arrangement. In addition, Operator has elected to contract under the FP Method for determining the Company's avoided cost as described more fully in Exhibit C. Operator elects to operate the Facility in the Mode of Operation as specified in Section IV.C Firm Mode of Operation of Schedule 19-FP. The Facility is located in Dominion North Carolina Power's retail service area in Northampton County, North Carolina.

Article 2: Term and Commercial Operations Date

This Agreement shall commence on the Effective Date and shall continue in effect for a period of 15 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 North Carolina Power system and such action has been witnessed by an authorized Dominion North Carolina Power employee;

- b) After completion of item a) above, Dominion North Carolina Power has received written notice from Operator specifying the Commercial Operations Date and certifying that the Facility is ready to begin commercial operations as a Qualifying Facility;
- c) Operator and Dominion North Carolina Power (or the PJM Interconnection, LLC or other operator of the Dominion North Carolina Power transmission system, as applicable) have executed an Interconnection Agreement to be included herewith as Exhibit A;
- d) Operator has provided to Dominion North Carolina Power Qualifying Facility Certification to be included herewith as Exhibit E; and
- e) Operator either has received from the North Carolina Utilities Commission a Certificate of Public Convenience and Necessity or has filed the notice required by G.S. 62-110.1(g) and Commission Rule 8-65 and is not legally required to obtain such a certificate for the construction and operation of the Facility.

For contract terms of 10 years or more, this Agreement may be renewed at the option of Dominion North Carolina Power on substantially the same terms and conditions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration Dominion North Carolina Power's then avoided cost rates and other relevant factors or (2) set by arbitration.

Article 3: Contracted Capacity

The Facility, consisting of PV solar generators, will have a combined nameplate rating of approximately 5000 kW ac. The Facility's Contracted Capacity shall be 5000 kW ac net to Company.

Article 4: Attachments

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

Exhibit A: Executed Interconnection Agreement (attached for information but not as a part of this Agreement)

- Exhibit B: General Terms and Conditions
- Exhibit C: Schedule 19-FP, Power Purchases from Cogeneration and Small Power Production Qualifying Facilities and applicable to the QF who chooses the FP Method (effective March 28, 2014 (as revised on October 30, 2014), sometimes referred to as "Schedule 19-FP" herein)
- Exhibit D: Map and related written description identifying the specific location of the Facility in the City or County designated in ARTICLE 1
- Exhibit E: "Qualifying Facility" Certification (if Facility is less than 1 MW, Owner submission that the Facility qualifies as a Qualifying Facility (QF) under federal law)
- Exhibit F: Certificate of Public Convenience and Necessity or evidence that no such certificate was required under North Carolina law in the form of a report of proposed construction to the Commission pursuant to Commission Rule 8-65.

Article 5: Price

Payments for all energy and Contracted Capacity purchased hereunder shall be determined by the provisions for payments in Schedule 19-FP included herewith as Exhibit C and pursuant to Operator elections within such Schedule 19-FP, if any, as stated in Article 1 hereof. Payments for all energy and Contracted Capacity purchased hereunder shall be on a cents per kilowatt-hour basis.

If Operator elects the Firm Mode of Operation, then for the term of this Agreement Operator shall be paid for firm energy, in accordance with Schedule 19 – FP, effective for usage on March 28, 2014 (as revised on October 30, 2014), the 15-year Fixed Long-Term Rate as provided for at Section VI.B of Schedule 19-FP. Payments for firm energy will begin on the Commercial Operations Date. All energy delivered per hour above the Contracted Capacity up to 105% of the Contracted Capacity shall be considered non-firm and be paid for at the applicable non-firm rate pursuant to Section V of Schedule 19-FP. No payment shall be made for energy delivered above 105% of the Contracted Capacity. All energy delivered prior to the Commercial Operations Date shall be considered non-firm and paid at the non-firm energy rate. In all cases, such non-firm energy rates will be those in the Schedule 19-FP in effect at the time such energy is delivered.

If Operator elects the Firm Mode of Operation, specified in Section IV.C of Schedule 19-FP, Operator shall be paid for Contracted Capacity on a cents per kilowatt-hour basis as specified in Schedule 19-FP, Section VII. Operator shall not be paid for capacity above the Contracted Capacity level in any hour during which the generation exceeds the Contracted Capacity level specified in Article 3.

Article 6: Reserved

Article 7: Operator's Pre-COD Obligations

After execution of this Agreement and until the Commercial Operations Date, Operator shall prepare a quarterly status report for Dominion North Carolina Power showing the current progress on completing the project. This status report shall be delivered to Dominion North Carolina Power on or before the following dates each year, January 15, April 15, July 15, and October 15. Such status report shall discuss the progress of the project in a format which is acceptable to Dominion North Carolina Power.

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; (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 the power island consistent with having commenced a continuous process of construction relating to the Facility. Dominion North Carolina Power shall have no obligation to accept a declaration of Commercial Operations prior to April 1, 2015__. The anticipated Commercial Operations Date is October 1, 2015.

Article 8: Default and Early Termination

Operator and Dominion North Carolina Power agree that any of the following will be a material breach by the Operator of this Agreement and shall result in Dominion North Carolina Power having the right to immediate cancellation, without a cure period, of this Agreement: (i) failure to commence construction of the Facility, as defined in Article 7 above, by February 21, 2016 and provide Dominion North Carolina Power with written notice thereof, (ii) failure to achieve Commercial Operations Date within thirty months of February 21, 2014; provided, however, an Operator may be allowed additional time to begin deliveries of power 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, (iii) failure to provide two (2) consecutive status reports pursuant to Article 7 above, (iv) delivery or supply of electrical output to any entity other than Dominion North Carolina Power or its agent, assignee or successor, (v) failure to meet those requirements necessary to maintain Qualifying Facility status, (vi) failure at any time following COD to have in effect a valid Interconnection Agreement with Dominion North Carolina Power (or its successor as operator of the Dominion North Carolina transmission system), (vii) failure to generate and deliver power from the Facility to Dominion North Carolina Power for more than 180 consecutive days, at any time after the Commercial Operations Date, or (viii) failure to maintain QF certification. In the event Operator fails to perform in any way, materially or non-materially, any other obligations not specifically listed above, Operator shall be given notice and

thirty (30) days to cure such non-performance. Notwithstanding any cure period, Dominion North Carolina Power shall not be obligated to purchase any energy or Contract Capacity under this Agreement while any such breach remains uncured. If Operator fails to cure its non-performance within thirty (30) days of Dominion North Carolina Power's notice, Dominion North Carolina Power shall have the right to cancel this Agreement. Operator agrees that if this Agreement is canceled by Dominion North Carolina Power for Operator's non-performance prior to the end of the initial term of this Agreement, then, Dominion North Carolina Power shall have all rights and remedies available at law or in equity.

Article 9: 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 Commercial Operations Date 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 North Carolina Power may reasonably request, including without limitation air permits, leases and/or purchase agreements.

Article 10: 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:

Hemlock Solar LLC
7804-C
Fairview Rd #257
Charlotte, NC 28226
Interconnection@geenexsolar.com

DOMINION NORTH CAROLINA POWER:

Virginia Electric and Power Company
Power Contracts (3SE)
5000 Dominion Boulevard
Glen Allen, Virginia 23060-6711

Article 11: 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.

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

Hemlock Solar LLC

By: *G. Vait*

Title: *Manager*

Date: *1/20/2015*

VIRGINIA ELECTRIC AND POWER COMPANY

By: *William S. Hight*

Title: *Dir-Pwr Gen Reg Ops*

Date: *3/10/2015*

EXHIBIT A
GENERATOR INTERCONNECTION GUIDANCE AND AGREEMENT

Dominion North Carolina Power's procedures for generator interconnection are available through the Internet at the Company's website with draft interconnection agreements for non-FERC jurisdictional generators (as approved by the NCUC included as Attachments 1, 2 and 3 thereto). For FERC jurisdictional generators interconnection shall be in accordance with FERC and PJM requirements.

The specific Internet address for these procedures is <https://www.dom.com/dominion-north-carolina-power/customer-service/rates-and-tariffs/pdf/term24.pdf>. The Internet site contains links to the Generator Interconnection Procedures along with the Generator Interconnection Request Form. Once an Interconnection Agreement is executed it will be included herewith as part of this Exhibit A.

Peter Thain (Generation - 3M)

From: Georg Veit [georg.veit@geenexsolar.com]
Sent: Wednesday, November 26, 2014 6:58 AM
To: Peter Thain (Generation - 3M)
Subject: Hemlock Solar - CPCN
Attachments: CPCN_Hemlock.pdf

Peter,

please find our CPCN for Hemlock attached. Regarding interconnection update, the initial response we received after filing for interconnection was as follows:

"Dominion has received your Interconnection Application for the 5 MW Hemlock Solar project on Lowes Blvd in Garysburg, NC. The application appears to contain enough information for Dominion to begin its evaluation of the project. Dominion has assigned a Queue Number of NC 14026 to this project. Dominion's 34.5 kV Northampton Circuit 381 is adjacent to this location. There are 3 projects totaling 15 MW in our queue ahead of your project on this circuit and on our 33mva substation transformer feeding this circuit.

Your application indicated the transformer configuration to be 13.2 kV wye primary and 480 volt wye secondary. Since the circuit is 34.5 kV your transformers should be 34.5 kV primary voltage. Additionally Dominion's preferred transformer configuration is wye resistively grounded primary (with resistance to be determined by Dominion's study)/delta secondary." May 16th 2014

Could you please provide a draft PPA for this QF? The QF will choose the same options as HXNAIr chosed.

Please tell me if you need anything else.

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Kind regards,

Christopher Robotham
Director of Project Finance
Geenex
+1-7042084342
christopher.robatham@geenexsolar.com

OFFICIAL COPY

Mar 30 2016

EXHIBIT B
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Dominion North Carolina Power. Dominion North Carolina Power may withhold such consent if it determines, in its sole discretion, that such assignment would not be in the best interests of Dominion North Carolina Power or its customers. Any attempted assignment that Dominion North Carolina Power 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 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 \$10,000 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 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 North Carolina Power, defend Dominion North Carolina Power, 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 North Carolina Power) 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 North Carolina Power for any injuries, deaths or damages caused by the sole negligence of Dominion North Carolina Power. Operator agrees to provide Dominion North Carolina Power 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 North Carolina Power named as an additional insured, and shall keep such coverage current throughout the term of this Agreement.

III - QF Certification

Operator represents and warrants that its Facility meets the Qualifying Facility requirements established as of the Effective Date of this Agreement by the Federal Energy Regulatory Commission's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to remain a Qualifying Facility throughout the term of this Agreement. [Dominion North Carolina Power may require "FERC" QF Certification by adding the following: "Operator agrees to obtain, at Operator's expense, a certification as a "QF" from the Federal Energy Regulatory Commission, in accordance with 18 C.F.R. § 292.207 (b)."] Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to obtaining certification of the

Facility as a "QF". Operator will submit prior to delivery of electrical output from the Facility to Dominion North Carolina Power evidence of Qualifying Facility certification. After the Commercial Operations Date, if requested by Dominion North Carolina Power prior to March 1 of any year, Operator agrees to provide July 1 of the same year to Dominion North Carolina Power for the preceding year sufficient for Dominion North Carolina Power to determine the Operator's continuing compliance with its QF requirements, including but not limited to:

- (a) All information required by FERC Form 556.
- (b) Copy of the Facility's QF Certification and any subsequent revisions or amendments,
- (c) Provide a copy of any contract executed with a thermal host.
- (d) Identification of the amount of each type of fuel used per month and average heating value for each type of fuel, which will be used to determine the Total Energy Input. These values should be verifiable by auditing supporting documentation.
- (e) Identification of each of the QF's useful thermal output(s) for each month, including temperature, pressure, amount of thermal output delivered, temperature and amount of condensate returned (if applicable) and the conversion to Btus. These values should be verifiable by auditing supporting documentation.
- (f) Identification of the QF's useful power output for each month. These values should be verifiable by auditing supporting documentation.
- (g) Provide drawings, heat balance diagrams and a sufficiently detailed narrative describing the delivery of useful thermal output including the location, description, and calibration data for all metering equipment used for QF calculations.
- (h) Provide any other information which the QF believes will facilitate Dominion North Carolina Power's monitoring of the QF requirements.
- (i) Dominion North Carolina Power may request additional information, as needed, to monitor the 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,
- (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. Interconnection guidelines and agreement requirements are set forth in Exhibit A of this Agreement.

Operator shall: (a) maintain the Facility and the Interconnection Facilities on Operator's side of the Interconnection Point, except Dominion North Carolina Power-owned Interconnection Facilities, 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 North Carolina Power may refuse to accept deliveries of power hereunder.

Dominion North Carolina Power 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 North Carolina Power's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Dominion North Carolina Power facilities or other customers' facilities from damage or interference caused by Operator's Facility or lack of properly operating protective devices. Dominion North Carolina Power 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 North Carolina Power any liabilities with respect to the operation, safety or maintenance of such devices.

Operator shall not operate the Facility in parallel with Dominion North Carolina Power's system prior to (a) an inspection of the installed Interconnection Facilities by an authorized Dominion North Carolina Power representative and (b) receiving written authorization from an authorized Dominion North Carolina Power representative to begin parallel operation.

VIII - Metering

Dominion North Carolina Power will meter all electrical output delivered from the Facility on the high voltage side of the step up transformer.

Operator agrees to pay an administrative charge to Dominion North Carolina Power to reflect all reasonable costs incurred by Dominion North Carolina Power 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-FP.

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

IX - Billing and Payment

Dominion North Carolina Power shall read the meter in accordance with its normal meter reading schedule. Within twenty-eight (28) days thereafter, Dominion North Carolina Power shall send Operator payment for energy and Contracted Capacity delivered. At Dominion North Carolina Power's option, (i) Dominion North Carolina Power 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 North Carolina Power may invoice Operator for such charges separately. Payment by Dominion North Carolina Power 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 North Carolina Power 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 North Carolina Power, based upon historical data. Such billing shall be subject to any required adjustment in a subsequent billing month.

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

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

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 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 North Carolina Power 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 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.

EXHIBIT C

Exhibit C is a copy of Schedule 19-FP.

Schedule 19 - FP
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable to any qualifying Cogenerator or Small Power Producer (Qualifying Facility) which desires to deliver all of its net electrical output to the Company, has either (1) generating facilities designated as new capacity as defined by 18 C.F.R. § 292.304(b)(1), or (2) hydroelectric generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. 62-3(27a), and enters into an agreement for the sale of net electrical output to the Company (Agreement).

Unless otherwise provided by a Commission order setting forth different availability dates, this schedule is available to any Qualifying Facility (otherwise eligible pursuant to the terms hereof) that by November 1, 2014 or the date upon which proposed rates are filed in Docket No. E-100 Sub 140, if later than November 1, 2014, (a) has obtained a certificate of public convenience and necessity for its facility from the Commission or filed a report of proposed construction with the Commission pursuant to Commission Rule 8-65, and (b) has indicated to the Company in writing that it is committed to selling the output of the facility to the Company pursuant to the terms of this schedule.

Where the Qualifying Facility (QF) elects to be compensated for firm deliveries in accordance with this schedule, the amount of capacity under contract and the initial term of contract shall be limited as follows:

- A. Where the QF operates hydroelectric generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. 62-3(27a), or where the QF operates non-hydroelectric QFs fueled by trash or methane derived from landfills, hog waste, poultry waste, solar, wind, and non-animal forms of biomass, the amount of capacity subject to compensation shall be no greater than 5,000 kW, and the amount of energy purchased during a given hour at rates applicable to firm deliveries shall be no greater than 5,000 kWh. The initial term of contract for such a QF shall be for a period of 5, 10, or 15 years, at the option of the QF.
- B. Where the QF is not defined under Paragraph I.A., the amount of capacity subject to compensation shall be no greater than 3,000 kW, and the amount of energy purchased during a given hour at rates applicable to firm deliveries shall be no greater than 3,000 kWh. The initial term of contract for such a QF shall be for a period of 5 years.

(Continued)

Filed 10-30-14
Electric-North Carolina

Amending Filing Effective For Usage On and After
03-28-14. This Filing Effective For Usage On and
After 03-28-14.

Schedule 19 - FP
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

II. MONTHLY BILLING TO THE QF (Continued)

<u>Metering required</u>	<u>Charge</u>
One non-time-differentiated meter	\$17.24
One time-differentiated meter	\$35.55
Two time-differentiated meters	\$41.16

III. DEFINITION OF ON- AND OFF-PEAK HOURS

A. For Option A Rates the On-Peak Hours are:

Summer

- (i) For the periods beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 am and 10:00 pm., Monday through Friday, excluding holidays considered as off-peak.

Non-Summer

- (ii) For the periods beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 am and 1:00 pm., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

(Continued)

Filed 10-30-14
Electric-North Carolina

Amending Filing Effective For Usage On and After
03-28-14. This Filing Effective For Usage On and
After 03-28-14.

Docket No. E-100, Sub 136

Schedule 19 - FP
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. CONTRACT OPTIONS FOR DESIGNATING MODE OF OPERATION

The QF shall designate under contract its Mode of Operation from the following options, each of which determines the Company's method of payment.

- A. The QF may contract for the delivery of energy to the Company without reimbursement, designated as the Non-reimbursement Mode of Operation; or,
- B. The QF may contract for the delivery of non-firm energy to the Company (no payment for capacity). This option includes QFs that elect to contract to deliver non-firm energy to the Company on an as-available basis. Where the QF's generation facilities have an aggregate nameplate rating of 100 kW or less the QF may designate the Non-firm, Non-time-differentiated Mode of Operation. Regardless of nameplate rating the QF may designate the Non-firm, Time-differentiated Mode of Operation.
- C. The QF may contract for the delivery of firm energy and capacity to the Company. The level of capacity which the QF contracts to sell to the Company shall not exceed 5,000 kW, where the QF is defined under Paragraph I.A., or 3,000 kW otherwise. This capacity level, in kW, shall be referred to as the Contracted Capacity. When the QF elects to sell firm energy and capacity, the QF shall designate the Firm Mode of Operation.

V. PAYMENT FOR COMPANY PURCHASES OF NON-FIRM ENERGY

The QF may contract to receive payment for energy at rates to be determined with each revision of this schedule. These rates will be based upon the QF's Mode of Operation as described below. There are no capacity payments for the QFs that contract for non-firm energy.

(Continued)

Filed 10-30-14
Electric-North Carolina

Amending Filing Effective For Usage On and After
03-28-14. This Filing Effective For Usage On and
After 03-28-14.

Schedule 19 - FP
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PAYMENT FOR COMPANY PURCHASES OF FIRM ENERGY

QFs designating the Firm Mode of Operation will be eligible to receive purchase payments for the delivery of firm energy by the QF to the Company. The QF may contract to receive payments for firm energy based on A or B, below. Contract terms for 10 or 15 years are available only where the QF is defined under Paragraph I.A.

The QF may contract to receive payment for firm time-differentiated energy at rates to be determined with each revision of this schedule (Variable Rate). These rates in cents per kWh, which reflect the Company's estimated avoided energy cost for delivery of firm energy during 2013 or 2014, are as shown in the price tables below:

- A. Option A: The QF may contract to receive energy purchase payments for the delivery of firm energy based upon fixed prices, as shown below in cents per kWh:

	<u>Fixed Long-Term Rate</u>			
	<u>Variable Rate</u>	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh)	4.541	5.055	5.526	5.813
Off-Peak (¢/kWh)	3.455	3.964	4.388	4.661

- B. Option B: The QF may contract to receive energy purchase payments for the delivery of firm energy based upon fixed prices, as shown below in cents per kWh:

(Continued)

Filed 10-30-14
Electric-North Carolina

Amending Filing Effective For Usage On and After
03-28-14. This Filing Effective For Usage On and
After 03-28-14.

Schedule 19 - FP
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY (Continued)

Option A:

For hydroelectric facilities with no storage capability and no other type of generation:

	<u>Capacity Price</u>		
	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh) Summer	5.895	6.095	6.263
On-Peak (¢/kWh) Non-summer	3.930	4.063	4.175

For all other facilities:

	<u>Capacity Price</u>		
	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh) Summer	3.537	3.657	3.758
On-Peak (¢/kWh) Non-summer	2.358	2.438	2.505

Option B:

For hydroelectric facilities with no storage capability and no other type of generation:

	<u>Capacity Price</u>		
	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh) Summer	13.524	13.982	14.368
On-Peak (¢/kWh) Non-summer	5.214	5.390	5.539

For all other facilities:

	<u>Capacity Price</u>		
	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh) Summer	8.115	8.389	8.621
On-Peak (¢/kWh) Non-summer	3.128	3.234	3.323

Filed 10-30-14
Electric-North Carolina

Amending Filing Effective For Usage On and After
03-28-14. This Filing Effective For Usage On and
After 03-28-14.

Schedule 19 - FP
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IX. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

The provisions of this schedule, including the rates for purchase of energy and Contracted Capacity by the Company, are subject to modification at any time in the manner prescribed by law, and when so modified, shall supersede the rates and provisions hereof. However, payments to QFs with contracts for a specified term at payments established at the time the obligation is incurred shall remain at the payment levels established in their contract with the exception of the line loss percentage applied which shall be the percentage stated in the then-current Schedule 19.

If the QF terminates its contract to provide Contracted Capacity and energy to the Company prior to the expiration of the contract term, the QF shall, in addition to other liabilities, be liable to the Company for excess capacity and energy payments.

Such excess payments will be calculated by taking the difference between (1) the total capacity and energy payments already made by the Company to the QF and (2) capacity and energy payments calculated based on the levelized capacity and energy purchase price found in Paragraph VI and VII corresponding to the highest term option completed by the QF. These excess payments shall also include interest, from the time such excess payments were made, compounded annually at the rate equal to the Company's most current issue of long-term debt at the time of the contract's effective date.

X. TERM OF CONTRACT

The term of contract shall be such as may be mutually agreed upon but for not less than one year.

EXHIBIT D

Exhibit D is a map and written description identifying the specific location of the Facility and is provided by the Operator.

EXHIBIT E

Exhibit E is the "Qualifying Facility" Certification to be provided by the Operator.

Form 556

Certification of Qualifying Facility (QF) Status for a Small Power Production or Cogeneration Facility

Application Information

1a Full name of applicant (legal entity on whose behalf qualifying facility status is sought for this facility)

Hemlock Solar, LLC

1b Applicant street address

5960 Fairview Road, Suite 400

1c City

Charlotte

1d State/province

NC

1e Postal code

28210

1f Country (if not United States)**1g** Telephone number

408-353-0010

1h Has the instant facility ever previously been certified as a QF? Yes ☐ No ☒**1i** If yes, provide the docket number of the last known QF filing pertaining to this facility: QF - -**1j** Under which certification process is the applicant making this filing?☒ Notice of self-certification
(see note below)☐ Application for Commission certification (requires filing fee; see "Filing Fee" section on page 3)

Note: a notice of self-certification is a notice by the applicant itself that its facility complies with the requirements for QF status. A notice of self-certification does not establish a proceeding, and the Commission does not review a notice of self-certification to verify compliance. See the "What to Expect From the Commission After You File" section on page 3 for more information.

1k What type(s) of QF status is the applicant seeking for its facility? (check all that apply)☒ Qualifying small power production facility status ☐ Qualifying cogeneration facility status**1l** What is the purpose and expected effective date(s) of this filing?☒ Original certification; facility expected to be installed by 4/1/15 and to begin operation on 4/1/15☐ Change(s) to a previously certified facility to be effective on _____
(identify type(s) of change(s) below, and describe change(s) in the Miscellaneous section starting on page 19)☐ Name change and/or other administrative change(s)☐ Change in ownership☐ Change(s) affecting plant equipment, fuel use, power production capacity and/or cogeneration thermal output☐ Supplement or correction to a previous filing submitted on _____
(describe the supplement or correction in the Miscellaneous section starting on page 19)**1m** If any of the following three statements is true, check the box(es) that describe your situation and complete the form to the extent possible, explaining any special circumstances in the Miscellaneous section starting on page 19.☐ The instant facility complies with the Commission's QF requirements by virtue of a waiver of certain regulations previously granted by the Commission in an order dated _____ (specify any other relevant waiver orders in the Miscellaneous section starting on page 19)☐ The instant facility would comply with the Commission's QF requirements if a petition for waiver submitted concurrently with this application is granted☐ The instant facility complies with the Commission's regulations, but has special circumstances, such as the employment of unique or innovative technologies not contemplated by the structure of this form, that make the demonstration of compliance via this form difficult or impossible (describe in Misc. section starting on p. 19)APR 15 2014 OFFICIAL COPY
Mar 30 2016

Contact Information	2a Name of contact person Michael D. Whitson		2b Telephone number 704-765-9848 ext. 101	
	2c Which of the following describes the contact person's relationship to the applicant? (check one) <input type="checkbox"/> Applicant (self) <input checked="" type="checkbox"/> Employee, owner or partner of applicant authorized to represent the applicant <input type="checkbox"/> Employee of a company affiliated with the applicant authorized to represent the applicant on this matter <input type="checkbox"/> Lawyer, consultant, or other representative authorized to represent the applicant on this matter			
	2d Company or organization name (if applicant is an individual, check here and skip to line 2e) <input type="checkbox"/> PCGSolar, Inc.			
	2e Street address (if same as Applicant, check here and skip to line 3a) <input type="checkbox"/> 442 S. Main Street, Suite 12			
	2f City Davidson		2g State/province NC	
	2h Postal code 28036		2i Country (if not United States)	
Facility Identification and Location	3a Facility name Hemlock Solar			
	3b Street address (if a street address does not exist for the facility, check here and skip to line 3c) <input type="checkbox"/> Lowes Blvd Northampton County, North Carolina			
	3c Geographic coordinates: If you indicated that no street address exists for your facility by checking the box in line 3b, then you must specify the latitude and longitude coordinates of the facility in degrees (to three decimal places). Use the following formula to convert to decimal degrees from degrees, minutes and seconds: decimal degrees = degrees + (minutes/60) + (seconds/3600). See the "Geographic Coordinates" section on page 4 for help. If you provided a street address for your facility in line 3b, then specifying the geographic coordinates below is optional.			
	Longitude <input type="checkbox"/> East (+) _____ 77.597 degrees <input checked="" type="checkbox"/> West (-) _____		Latitude <input checked="" type="checkbox"/> North (+) _____ 36.469 degrees <input type="checkbox"/> South (-) _____	
	3d City (if unincorporated, check here and enter nearest city) <input type="checkbox"/> Garysburg		3e State/province NC	
Transacting Utilities	3f County (or check here for independent city) <input type="checkbox"/> Northampton		3g Country (if not United States)	
	Identify the electric utilities that are contemplated to transact with the facility.			
	4a Identify utility interconnecting with the facility Dominion North Carolina Power			
	4b Identify utilities providing wheeling service or check here if none <input checked="" type="checkbox"/>			
	4c Identify utilities purchasing the useful electric power output or check here if none <input type="checkbox"/> Dominion North Carolina Power			
Transacting Utilities	4d Identify utilities providing supplementary power, backup power, maintenance power, and/or interruptible power service or check here if none <input type="checkbox"/> Dominion North Carolina Power			

Energy Input

6a Describe the primary energy input: (check one main category and, if applicable, one subcategory)

- | | | |
|--|---|--|
| <input type="checkbox"/> Biomass (specify) | <input checked="" type="checkbox"/> Renewable resources (specify) | <input type="checkbox"/> Geothermal |
| <input type="checkbox"/> Landfill gas | <input type="checkbox"/> Hydro power - river | <input type="checkbox"/> Fossil fuel (specify) |
| <input type="checkbox"/> Manure digester gas | <input type="checkbox"/> Hydro power - tidal | <input type="checkbox"/> Coal (not waste) |
| <input type="checkbox"/> Municipal solid waste | <input type="checkbox"/> Hydro power - wave | <input type="checkbox"/> Fuel oil/diesel |
| <input type="checkbox"/> Sewage digester gas | <input checked="" type="checkbox"/> Solar - photovoltaic | <input type="checkbox"/> Natural gas (not waste) |
| <input type="checkbox"/> Wood | <input type="checkbox"/> Solar - thermal | <input type="checkbox"/> Other fossil fuel (describe on page 19) |
| <input type="checkbox"/> Other biomass (describe on page 19) | <input type="checkbox"/> Wind | |
| <input type="checkbox"/> Waste (specify type below in line 6b) | <input type="checkbox"/> Other renewable resource (describe on page 19) | <input type="checkbox"/> Other (describe on page 19) |

6b If you specified "waste" as the primary energy input in line 6a, indicate the type of waste fuel used: (check one)

- ☐ Waste fuel listed in 18 C.F.R. § 292.202(b) (specify one of the following)
- ☐ Anthracite culm produced prior to July 23, 1985
 - ☐ Anthracite refuse that has an average heat content of 6,000 Btu or less per pound and has an average ash content of 45 percent or more
 - ☐ Bituminous coal refuse that has an average heat content of 9,500 Btu per pound or less and has an average ash content of 25 percent or more
 - ☐ Top or bottom subbituminous coal produced on Federal lands or on Indian lands that has been determined to be waste by the United States Department of the Interior's Bureau of Land Management (BLM) or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that the applicant shows that the latter coal is an extension of that determined by BLM to be waste
 - ☐ Coal refuse produced on Federal lands or on Indian lands that has been determined to be waste by the BLM or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that applicant shows that the latter is an extension of that determined by BLM to be waste
 - ☐ Lignite produced in association with the production of montan wax and lignite that becomes exposed as a result of such a mining operation
 - ☐ Gaseous fuels (except natural gas and synthetic gas from coal) (describe on page 19)
 - ☐ Waste natural gas from gas or oil wells (describe on page 19 how the gas meets the requirements of 18 C.F.R. § 2.400 for waste natural gas; include with your filing any materials necessary to demonstrate compliance with 18 C.F.R. § 2.400)
 - ☐ Materials that a government agency has certified for disposal by combustion (describe on page 19)
 - ☐ Heat from exothermic reactions (describe on page 19)
 - ☐ Residual heat (describe on page 19)
 - ☐ Used rubber tires
 - ☐ Plastic materials
 - ☐ Refinery off-gas
 - ☐ Petroleum coke
- ☐ Other waste energy input that has little or no commercial value and exists in the absence of the qualifying facility industry (describe in the Miscellaneous section starting on page 19; include a discussion of the fuel's lack of commercial value and existence in the absence of the qualifying facility industry)

6c Provide the average energy input, calculated on a calendar year basis, in terms of Btu/h for the following fossil fuel energy inputs, and provide the related percentage of the total average annual energy input to the facility (18 C.F.R. § 292.202(j)). For any oil or natural gas fuel, use lower heating value (18 C.F.R. § 292.202(m)).

Fuel	Annual average energy input for specified fuel	Percentage of total annual energy input
Natural gas	0 Btu/h	0 %
Oil-based fuels	0 Btu/h	0 %
Coal	0 Btu/h	0 %

Technical Facility Information

Indicate the maximum gross and maximum net electric power production capacity of the facility at the point(s) of delivery by completing the worksheet below. Respond to all items. If any of the parasitic loads and/or losses identified in lines 7b through 7e are negligible, enter zero for those lines.

7a The maximum gross power production capacity at the terminals of the individual generator(s) under the most favorable anticipated design conditions	7,404 kW
7b Parasitic station power used at the facility to run equipment which is necessary and integral to the power production process (boiler feed pumps, fans/blowers, office or maintenance buildings directly related to the operation of the power generating facility, etc.). If this facility includes non-power production processes (for instance, power consumed by a cogeneration facility's thermal host), do not include any power consumed by the non-power production activities in your reported parasitic station power.	0 kW
7c Electrical losses in interconnection transformers	112 kW
7d Electrical losses in AC/DC conversion equipment, if any	2,294 kW
7e Other interconnection losses in power lines or facilities (other than transformers and AC/DC conversion equipment) between the terminals of the generator(s) and the point of interconnection with the utility	0 kW
7f Total deductions from gross power production capacity = 7b + 7c + 7d + 7e	2,406.0 kW
7g Maximum net power production capacity = 7a - 7f	4,998.0 kW

7h Description of facility and primary components: Describe the facility and its operation. Identify all boilers, heat recovery steam generators, prime movers (any mechanical equipment driving an electric generator), electrical generators, photovoltaic solar equipment, fuel cell equipment and/or other primary power generation equipment used in the facility. Descriptions of components should include (as applicable) specifications of the nominal capacities for mechanical output, electrical output, or steam generation of the identified equipment. For each piece of equipment identified, clearly indicate how many pieces of that type of equipment are included in the plant, and which components are normally operating or normally in standby mode. Provide a description of how the components operate as a system. Applicants for cogeneration facilities do not need to describe operations of systems that are clearly depicted on and easily understandable from a cogeneration facility's attached mass and heat balance diagram; however, such applicants should provide any necessary description needed to understand the sequential operation of the facility depicted in their mass and heat balance diagram. If additional space is needed, continue in the Miscellaneous section starting on page 19.

This is a ground mount solar photo-voltaic system comprised of the following components:

Approximately:

24,624 x 300W Modules OR equivalent

216 x 23.2 kVA Inverters OR equivalent

File driven ground mounted racking structure

Information Required for Small Power Production Facility

If you indicated in line 1k that you are seeking qualifying small power production facility status for your facility, then you must respond to the items on this page. Otherwise, skip page 10.

Certification of Compliance with Size Limitations	<p>Pursuant to 18 C.F.R. § 292.204(a), the power production capacity of any small power production facility, together with the power production capacity of any other small power production facilities that use the same energy resource, are owned by the same person(s) or its affiliates, and are located at the same site, may not exceed 80 megawatts. To demonstrate compliance with this size limitation, or to demonstrate that your facility is exempt from this size limitation under the Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Pub. L. 101-575, 104 Stat. 2834 (1990) <i>as amended by</i> Pub. L. 102-46, 105 Stat. 249 (1991)), respond to lines 8a through 8e below (as applicable).</p>																			
	<p>8a Identify any facilities with electrical generating equipment located within 1 mile of the electrical generating equipment of the instant facility, and for which any of the entities identified in lines 5a or 5b, or their affiliates, holds at least a 5 percent equity interest.</p>																			
	<p>Check here if no such facilities exist. <input checked="" type="checkbox"/></p>																			
	<table border="1"> <thead> <tr> <th>Facility location (city or county, state)</th> <th>Root docket # (if any)</th> <th>Common owner(s)</th> <th>Maximum net power production capacity</th> </tr> </thead> <tbody> <tr> <td>1) _____</td> <td>QF -</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>2) _____</td> <td>QF -</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>3) _____</td> <td>QF -</td> <td>_____</td> <td>_____ kW</td> </tr> </tbody> </table>	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity	1) _____	QF -	_____	_____ kW	2) _____	QF -	_____	_____ kW	3) _____	QF -	_____	_____ kW	<p><input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed</p>		
	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity																
	1) _____	QF -	_____	_____ kW																
2) _____	QF -	_____	_____ kW																	
3) _____	QF -	_____	_____ kW																	
<p>8b The Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Incentives Act) provides exemption from the size limitations in 18 C.F.R. § 292.204(a) for certain facilities that were certified prior to 1995. Are you seeking exemption from the size limitations in 18 C.F.R. § 292.204(a) by virtue of the Incentives Act?</p> <p><input type="checkbox"/> Yes (continue at line 8c below) <input checked="" type="checkbox"/> No (skip lines 8c through 8e)</p>																				
<p>8c Was the original notice of self-certification or application for Commission certification of the facility filed on or before December 31, 1994? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																				
<p>8d Did construction of the facility commence on or before December 31, 1999? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																				
<p>8e If you answered No in line 8d, indicate whether reasonable diligence was exercised toward the completion of the facility, taking into account all factors relevant to construction? Yes <input type="checkbox"/> No <input type="checkbox"/> If you answered Yes, provide a brief narrative explanation in the Miscellaneous section starting on page 19 of the construction timeline (in particular, describe why construction started so long after the facility was certified) and the diligence exercised toward completion of the facility.</p>																				
Certification of Compliance with Fuel Use Requirements	<p>Pursuant to 18 C.F.R. § 292.204(b), qualifying small power production facilities may use fossil fuels, in minimal amounts, for only the following purposes: ignition; start-up; testing; flame stabilization; control use; alleviation or prevention of unanticipated equipment outages; and alleviation or prevention of emergencies, directly affecting the public health, safety, or welfare, which would result from electric power outages. The amount of fossil fuels used for these purposes may not exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																			
	<p>9a Certification of compliance with 18 C.F.R. § 292.204(b) with respect to uses of fossil fuel:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the facility will use fossil fuels <i>exclusively</i> for the purposes listed above.</p>																			
	<p>9b Certification of compliance with 18 C.F.R. § 292.204(b) with respect to amount of fossil fuel used annually:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the amount of fossil fuel used at the facility will not, in aggregate, exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																			

Certificate of Completeness, Accuracy and Authority

Applicant must certify compliance with and understanding of filing requirements by checking next to each item below and signing at the bottom of this section. Forms with incomplete Certificates of Completeness, Accuracy and Authority will be rejected by the Secretary of the Commission.

Signer identified below certifies the following: (check all items and applicable subitems)

- ☒ He or she has read the filing, including any information contained in any attached documents, such as cogeneration mass and heat balance diagrams, and any information contained in the Miscellaneous section starting on page 19, and knows its contents.
- ☒ He or she has provided all of the required information for certification, and the provided information is true as stated, to the best of his or her knowledge and belief.
- ☒ He or she possess full power and authority to sign the filing; as required by Rule 2005(a)(3) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(a)(3)), he or she is one of the following: (check one)
- ☒ The person on whose behalf the filing is made
 - ☐ An officer of the corporation, trust, association, or other organized group on behalf of which the filing is made
 - ☐ An officer, agent, or employee of the governmental authority, agency, or instrumentality on behalf of which the filing is made
 - ☐ A representative qualified to practice before the Commission under Rule 2101 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2101) and who possesses authority to sign
- ☒ He or she has reviewed all automatic calculations and agrees with their results, unless otherwise noted in the Miscellaneous section starting on page 19.
- ☒ He or she has provided a copy of this Form 556 and all attachments to the utilities with which the facility will interconnect and transact (see lines 4a through 4d), as well as to the regulatory authorities of the states in which the facility and those utilities reside. See the Required Notice to Public Utilities and State Regulatory Authorities section on page 3 for more information.

Provide your signature, address and signature date below. Rule 2005(c) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(c)) provides that persons filing their documents electronically may use typed characters representing his or her name to sign the filed documents. A person filing this document electronically should sign (by typing his or her name) in the space provided below.

Your Signature

Your address

Date

442 South Main Street, Suite 12
Davidson, NC 28036

2/18/14

Audit Notes

Commission Staff Use Only:

OFFICIAL COPY
APR 15 2014
Mar 30 2016

EXHIBIT F

Exhibit F is the Certificate of Public Convenience and Necessity to be provided by the Operator or evidence that no such certificate is required under North Carolina law in the form of a report of proposed construction to the Commission pursuant to Commission Rule 8-65.

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. SP-3548, SUB 0

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of
Application of Hemlock Solar, LLC,) ORDER ISSUING CERTIFICATE
for a Certificate of Public Convenience) AND ACCEPTING
and Necessity to Construct a 5-MW Solar) REGISTRATION OF NEW
Facility in Northampton County, North Carolina) RENEWABLE ENERGY FACILITY

BY THE COMMISSION: On April 15, 2014, Hemlock Solar, LLC (Applicant), filed an application pursuant to Commission Rule R8-64(b) seeking a certificate of public convenience and necessity pursuant to G.S. 62-110.1 for construction of a 5-MW_{AC} solar photovoltaic electric generating facility to be located in Northampton County, North Carolina. The Applicant plans to sell the electricity generated by this facility to Dominion North Carolina Power (DNCP).

Contemporaneously with the application, the Applicant filed a registration statement for a new renewable energy facility. The registration statement included the certified attestations required by Commission Rule R8-66(b).

On April 22, 2014, the Commission issued an Order Requiring Publication of Notice.

On May 30, 2014, the State Clearinghouse filed comments indicating that the Department of Cultural Resources had requested additional information prior to their concurrence with the Application.

On September 15, 2014, the State Clearinghouse filed additional comments indicating that after further consideration, the Department of Cultural Resources recommended that no further archaeological investigation be conducted in connection with this project. The cover letter stated that no further State Clearinghouse review action by the Commission was needed for compliance with the North Carolina Environmental Policy Act.

On August 26, 2014, the Applicant filed an affidavit of publication from The Roanoke Rapids (NC) Daily Herald stating that the publication of notice was completed on May 23, 2014.

Also on August 26, 2014, the Applicant filed a certificate of service stating that the public notice and a copy of the application were provided to DNCP via electronic mail on April 22, 2014 as well as mailed on July 23, 2014. On September 10, 2014, the

Applicant filed a revised certificate of service stating that the Public Notice had not been included in the prior notification to DNCP, and that the public notice and a copy of the application were provided on September 3, 2014, which was after the first date that the notice was published. DNCP requested that the Applicant provide proper notice.

On October 17, 2014, the Applicant filed an affidavit of publication from The Roanoke Rapids (NC) Daily Herald stating that the publication of notice was completed on September 28, 2014. No complaints have been received.

Also on October 17, 2014, the Applicant filed an amendment to its application reflecting changes of address for the Facility Owner and the Applicant, along with a change in the number of inverters to be used. The size of the facility output remains unchanged.

The Public Staff presented this matter to the Commission at its Regular Staff Conference on October 27, 2014. The Public Staff stated that it had reviewed the application and determined it to be in compliance with the requirements of G.S. 62-110.1(a) and Commission Rule R8-64. The Public Staff further stated that the registration statement contains the certified attestations required by Commission Rule R8-66(b). Therefore, the Public Staff recommended issuance of the requested certificate and acceptance of the registration statement for the facility.

Based upon the foregoing, and the recommendation of the Public Staff, the Commission finds good cause to approve the application, issue the requested certificate, and accept the registration statement. The Applicant should annually file the information required by Commission Rule R8-66 on or before April 1 of each year and will be required to participate in the NC-RETS REC tracking system (<http://www.ncrets.org>) in order to facilitate the issuance of RECS.

IT IS, THEREFORE, ORDERED as follows:

1. That the application filed by Hemlock Solar, LLC, for a certificate of public convenience and necessity shall be, and is hereby, approved.
2. That Appendix A shall constitute the certificate of public convenience and necessity issued to Hemlock Solar, LLC, for the 5-MW_{AC} solar photovoltaic electric generating facility located in Northampton County, on Lowes Boulevard, north of North Carolina Highway 46, Garysburg, North Carolina.
3. That the registration statement filed by Hemlock Solar, LLC, for its solar photovoltaic facility located in Northampton County, North Carolina, as a new renewable energy facility shall be, and is hereby, accepted.

4. That Hemlock Solar, LLC, shall annually file the information required by Commission Rule R8-66 on or before April 1 of each year.

ISSUED BY ORDER OF THE COMMISSION.

This the 29th day of October, 2014.

NORTH CAROLINA UTILITIES COMMISSION

Gail L. Mount

Gail L. Mount, Chief Clerk

Commissioners ToNola D. Brown-Bland and James G. Patterson did not participate in this decision.

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. SP-3548, SUB 0

Hemlock Solar, LLC
5960 Fairview Rd. Suite 400
Charlotte, North Carolina 28210

is hereby issued this

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
PURSUANT TO G.S. 62-110.1

for a 5-MW_{AC} solar photovoltaic electric generating facility

located

in Northampton County, on Lowes Boulevard,
north of North Carolina Highway 46,
Garysburg, North Carolina,

subject to all orders, rules, regulations and conditions
as are now or may hereafter be lawfully made
by the North Carolina Utilities Commission.

ISSUED BY ORDER OF THE COMMISSION.

This the 29th day of October, 2014.

NORTH CAROLINA UTILITIES COMMISSION

Gail L. Mount

Gail L. Mount, Chief Clerk