

Guidelines for Renewable Standard Offer

SECTION 1: INTRODUCTION

1.1 Background

TVA is joining a growing number of utilities in the United States offering programs to increase the penetration of renewable energy in its service territory. The Renewable Standard Offer for purchase of renewable electric energy is similar to feed-in tariffs used in Europe and in at least five states in the U.S. and a number of cities and other utilities. The Renewable Standard Offer is designed for developers of renewable energy projects greater than 50 kW, and less than or equal to 20 MW. Developers of projects less than or equal to 50 kW should investigate TVA's Green Power Providers program; and, developers of projects larger than 20 MW should investigate the Unsolicited Proposal Process or the Dispersed Power Production (DPP) Program.

The Renewable Standard Offer has been designed using direction from TVA's Board concerning the terms by which TVA may purchase renewable energy. Major renewable power generating technologies, including solar photovoltaic, wind, biomass gasification, and mature renewable technologies such as biomass direct combustion, methane recovery, and co-firing of 50% or more liquid and gaseous biomass, are covered under this program. The Renewable Standard Offer will accept up to 100 MW in 2013, but no single technology can exceed 50% of total Renewable Standard Offer capacity. Review of quantity caps and pricing will occur as TVA deems appropriate, and when a quantity block is fully subscribed. Developers under the Renewable Standard Offer must meet a number of requirements that are detailed in this document and the Renewable Standard Offer Contract.

This Renewable Standard Offer is available only to those Projects located within the TVA Power Service Area, thereby supporting renewable resources, as well as the use of supplies and services, within the Tennessee Valley.

This document, referred to as the Renewable Standard Offer Guidelines, presents the procedures under which the Renewable Standard Offer operates. The Renewable Standard Offer Guidelines will be reviewed periodically and may be amended as described in Section 9. The Renewable Standard Offer Guidelines are part of an application package, which includes an application form, the Renewable Standard Offer Contract, and detailed instructions on how to apply to the Renewable Standard Offer. Any conflict or inconsistency between the Renewable Standard Offer Contract and the Renewable Standard Offer Guidelines shall be resolved in favor of the Renewable Standard Offer Contract.

Definitions for all capitalized terms in this document can be found in Appendix A (Standard Definitions).

1.2 Participation in the Renewable Standard Offer

Participation in the Renewable Standard Offer involves a number of Seller obligations. Some of those obligations include:

- Undertaking the necessary investment in a Renewable Generating Facility (Project) including interconnection and metering costs,
- Arranging for interconnection with TVA or Distributor,
- Responsibility for any necessary local, state, or federal permits,
- Complying with all other Laws and Regulations,
- Responsibility for the ongoing costs of operation and maintenance,
- Complying with Laws and Regulations governing distribution and transmission systems, environmental regulations, and
- Observing of the provisions of the Renewable Standard Offer Contract.

Should the requirements set forth in these Renewable Standard Offer Guidelines and the Renewable Standard Offer Contract be met, TVA will pay the participant for energy delivered to the TVA system, whether the energy is delivered directly to TVA or via a Distributor, under a long-term contract at a stated price.

SECTION 2: PROJECT ELIGIBILITY REQUIREMENTS

2.1 Basic Eligibility Requirements

(a) To be eligible to participate in the Renewable Standard Offer, a proposed generating facility must:

- (i) constitute a Renewable Generating Facility that did not sell renewable energy to TVA prior to October 1, 2010;
- (ii) be one of the following types of eligible projects:
 - A) Solar Photovoltaic: monocrystalline panels, polycrystalline panels, or thin film cells using fixed or single/dual axis tracking systems, which can be ground or structure mounted;
 - B) Wind: turbines in conventional sizes for utility scale generation;
 - C) Direct combustion or co-firing (greater than 50% liquid and gaseous biomass) of Qualified Biomass resources;
 - D) Methane recovery from landfill gas, wastewater treatment, or livestock operations; or
 - E) Biomass Gasification: Gasification of any Qualified Biomass sources.
- (iii) be located in the TVA Power Service Area;

(iv) not have a Gross Nameplate Capacity of 50 kW or less, or more than 20 MW; and

(v) interconnect to a Distributor's System or the TVA Transmission System.

(b) Only one Project of each Renewable Fuel type shall be permitted on a single Property, except as otherwise agreed upon by TVA and a Distributor where applicable.

(c) Renewable energy credits (RECs) and other Environmental Attributes cannot be owned by or credited to more than one entity. Seller must convey to TVA all right, title, and interest in the RECs and other Environmental Attributes. As such, Seller may not make claims with respect to the renewable energy sold to TVA except to note its sale to TVA.

2.2 Biomass Co-firing

(a) Co-firing of eligible forms of Qualified Biomass with non-renewable fuel is permitted if one of the following conditions is met:

i) The biomass is in a gaseous or liquid state, is separately metered, and contracts are in place to verify that the biomass portion was converted to Energy Output;

ii) The Facility uses a verification method that is approved by TVA.

(b) The Project must utilize at least 50% biomass and the total size of the facility must not exceed 20 MW.

(c) Only the share of Energy Output generated from eligible biomass will count under the Renewable Standard Offer; the remainder will be purchased at prices that are equal to the applicable CSPP prices payable by TVA under its Dispersed Power Production (DPP) Program during the same hours as generation is received from the Renewable Standard Offer participant.

(d) Facilities must be in compliance with all Laws and Regulations regarding emissions. Furthermore, emissions from the non-renewable portion cannot exceed TVA's average annual emissions rates as reported in eGrid (<http://www.epa.gov/cleanenergy/energy-resources/egrid/index.html>).

2.3 Bio-Diesel

(a) A bio-diesel Project is required to:

- i) hold or obtain a valid operating permit or written approval from its state or local program without relying on provisions in local or state programs that exempt stationary engines from permitting requirements due to being classified solely as emergency standby sources.
- ii) be able to achieve a NO_x emission rate of 1.6 lbs/MWh, or lower.
- iii) use bio-diesel manufactured in the TVA power service territory from sources present locally.

SECTION 3: APPLICATION REQUIREMENTS

3.1 Application Materials

(a) An Applicant must provide with its Application a certified check, bank draft, or money order, payable to the Tennessee Valley Authority, in an amount that is \$0.50 per kW of the proposed Gross Nameplate Capacity (the “Application Fee”). Subject to Section 4.2(e), the application fee shall be non-refundable.

(b) All Applicants must provide an authorization letter addressed jointly to TVA and the Distributor (as applicable), and signed by the Applicant. The letter authorizes the Distributor (as applicable) to provide TVA any and all information relating to the Applicant, the Project, and each of their interconnections, meters, meter and billing data, and other necessary information as TVA may require for the purposes of evaluating the Application and/or offering or administering a Renewable Standard Offer Contract.

(c) An Application must include the following details regarding the Project:

- (i) Gross Nameplate Capacity,
- (ii) Expected Capacity Factor,
- (iii) Renewable Fuel(s),
- (iv) Proposed Delivery Point, and,
- (v) Such other information as may be required by the Renewable Standard Offer application form.

(d) An Application must include evidence that the Applicant has either title or rights of access to the proposed Project Site, sufficient to build, operate, and maintain the Project, enforceable by contract for the Term of the Renewable Standard Offer Contract (“Access Rights”). Such Access Rights may include ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing a small generating facility; an option to purchase or acquire a leasehold site for such purpose; or exclusivity or other business relationship allowing the Applicant the right to possess or occupy a site for such purpose.

Where an Application is for a Project on TVA Property or water-ways, evidence must be included in the Application that the appropriate Access Rights have been obtained, and

that TVA has granted the appropriate Permits for the Term of the Renewable Standard Offer Contract.

(e) To encourage generation proposals from a variety of Applicants and greater fuel diversity, if an Applicant submits Applications for more than a total of 10 MW, TVA may consider only the first Application from the Applicant and defer consideration of the additional Applications until applications from other Applicants have been evaluated. Subsequent Applications by the same Applicant may be evaluated after all others in the Project queue.

(f) Applicants must provide TVA with a valid e-mail address for purposes of correspondence related to the Renewable Standard Offer. The Applicant may amend this address from time to time by providing written notice to TVA.

3.2 Responsibility for Project Viability

Notwithstanding anything contained in these Renewable Standard Offer Guidelines or in the Renewable Standard Offer Contract, Applicants are solely responsible for ensuring the technical, regulatory, and financial viability of their Projects, and TVA shall have no responsibility whatsoever to independently assess the viability of any Application or Project nor any liability whatsoever in the event that a Project is not or becomes no longer viable in any respect.

SECTION 4: APPLICATION REVIEW AND ACCEPTANCE

4.1 Application

Applicants who wish to participate in the Renewable Standard Offer shall submit an Application to TVA in accordance with instructions posted on the TVA Website, together with all documents required to establish that the Applicant has satisfied all of the Project and Application eligibility criteria set out in Section 2 and Section 3, respectively. The application form, the Application Fee, schedules, attachments, and other documents specified in the Renewable Standard Offer Application Instructions must be delivered in the specified format to TVA, Attn.: Renewable Standard Offer, 1101 Market Street LP 3D, Chattanooga, TN 37402-2801. Upon receipt, the application will be provided a Date Stamp and a reference number. That information will be sent to the Applicant via e-mail and hard-copy correspondence. TVA will endeavor to provide such notice within ten (10) Business Days of receipt.

4.2 Review of Mandatory Requirements

(a) Each Application will be reviewed in detail by TVA to confirm that the overall Application is complete and that all constituent elements of such Application confirm that the Project satisfies all of the eligibility requirements set out in Section 2 and Section 3.

(b) Applications that meet all of the Project and Application eligibility requirements set out in Section 2 and Section 3 will be processed on the basis of the Date Stamp assigned per Section 4.1.

(c) TVA reserves the right, but is not obligated, to request clarification, additional information, documentation, and statements in relation to any Application at any time. Any such requested clarification, additional information, documentation, or statements must be submitted to TVA by e-mail within ten (10) Business Days of the date of such request, or by such other means and within such other time frame as may be requested by TVA, failing which the Application may be rejected as being incomplete.

(d) TVA reserves the right to reject any incomplete Application, any Application that does not satisfy all of the eligibility requirements defined in Section 2 and Section 3, or any Application for which the included information is not satisfactory to TVA. The information provided in the Application provides a basis for information to be included in the Contract. The Application Fee will not be refunded in such circumstances.

(e) If the Application is rejected due to quantity block limits (that is, a quantity block is full), the Application will be placed on a waiting list. The Applicant may request withdrawal from the list at any time, in which case the Application Fee will be returned to the Applicant.

(f) Where an Application has been rejected, TVA shall provide explanation for rejecting the Application within twenty (20) Business Days of furnishing such notice. Applicants may submit a revised application if the Applicant believes that the Application can be improved and thereby accepted. Applicants of revised applications are subject to the Application Fee in effect at the time of resubmission. The revised application will be issued a new Date Stamp and reference number at the time of resubmission, and shall be subject to the Renewable Standard Offer Guidelines in effect at the time of resubmission.

(g) A decision by TVA to accept or reject an Application shall be final and binding and not subject to appeal.

SECTION 5: INTERCONNECTION AVAILABILITY AND ENVIRONMENTAL REVIEW

5.1 Interconnection Availability Management

All interested Applicants are urged to consult with the applicable Distributor (where appropriate) and TVA Transmission Reliability and Operations prior to submitting an Application to determine the likelihood that, and the timeline within which, their Project can be interconnected. Individual Distributors will have their own requirements for interconnection, and these may vary from Distributor to Distributor. Procedures for small generators wishing to interconnect to TVA are available on TVA's OASIS at (<http://www.oatioasis.com/tva/tvdocs/TVASGIP.pdf>).

Applicants are responsible for all Interconnection Costs, whether through a Distributor or TVA, including system impact studies, metering, system upgrades and expansions, and the operations and maintenance fees for facilities used in interconnection. For Projects 5 MVA or greater in size, TVA-owned metering must be installed. Projects less than 5 MVA may use metering provided by a Distributor. Furthermore, due to the interdependencies present in transmission and distribution systems, interconnections through a Distributor may also require the involvement of TVA or other surrounding systems. As a result, Applicants are encouraged to become familiar with the TVA procedures for interconnecting small generators.

Neither the Application nor the Renewable Standard Offer Contract implies any obligation or commitment to interconnect. Interconnection agreements must be arranged independently of the Renewable Standard Offer Contract.

5.2 Environmental Review and Acceptability

(a) All interested parties are urged to consult TVA's National Environmental Policy Act (NEPA) Compliance procedures prior to submitting an Application to determine the likelihood that, and the timeline in which, their project can be reviewed for environmental acceptability. This process typically involves preliminary determinations by TVA of:

- (i) whether or not provisions of the NEPA and related laws apply to the decision; and,
- (ii) if so, which of three levels of review would be initiated. TVA's implementing procedures for NEPA are available at www.tva.com/environment/reports/pdf/tvanepa_procedures.pdf. A short description of TVA's NEPA process is also included in Appendix B of these Renewable Standard Offer Guidelines.

(b) Applicants are responsible for all costs associated with the conduct of, and preparation of documentation for, the appropriate level of environmental review. If the provisions of NEPA apply, applicants may:

- (i) use TVA as the preparer;
- (ii) use a TVA pre-qualified contractor; or,
- (iii) propose a contractor for the project by submitting the contractor's qualifications for evaluation and determination of acceptability by TVA.

Neither the Application nor Renewable Standard Offer Contract covers any aspect of the NEPA review. These reviews must be arranged separately.

SECTION 6: RENEWABLE STANDARD OFFER CONTRACT FORM AND EXECUTION

6.1 Contract Issuance

(a) Following the acceptance of an Application as having met the eligibility requirements set out in Section 2 and Section 3, and provided that a quantity block for a technology has sufficient room to accept a Project of a given fuel type, TVA will provide notice to the Applicant that a Renewable Standard Offer Contract will be issued (“Contract Issue Notice”). The Renewable Standard Offer Contract will be in its most recent standardized form on the basis of the information provided in the Application for the Project. The Contract Price shall be established in accordance with Section 7.

(b) Quantity blocks by technology cannot exceed 50% of total Renewable Standard Offer capacity. Quantity blocks are defined as follows:

- (i) Solar Photovoltaic
- (ii) Wind
- (iii) Direct combustion or co-firing of Qualified Biomass resources - minimum 50% (excluding methane recovery)
- (iv) Methane recovery from landfill gas, wastewater treatment, or livestock operations
- (v) Qualified Biomass Gasification

(c) Applicants will have ten (10) Business Days from the issuance of the Contract Issue Notice to accept the offered Renewable Standard Offer Contract. An Applicant may accept and enter into the Renewable Standard Offer Contract by printing and executing the Renewable Standard Offer Contract documents and delivering the executed documents to TVA in accordance with the instructions in the Contract Issue Notice.

(d) Commensurate with the execution of the Renewable Standard Offer Contract, Applicants will be required to provide TVA with Performance Assurance, subject to credit review, in the amount of \$15/kW of Gross Nameplate Capacity. The security may be provided in the form of cash (cashier’s check, bank wire, or ACH debit), or a Letter of Credit issued by a Qualified Bank, or a Guaranty from a Qualified Guarantor.

(e) If TVA does not receive the executed Renewable Standard Offer Contract and Performance Assurance from the Applicant within ten (10) Business Days of the Contract Issue Notice, the Application shall be deemed to have been withdrawn, and the offer of a Renewable Standard Offer Contract shall be revoked.

6.2 Form of Renewable Standard Offer Contract

The form of the Renewable Standard Offer Contract consists of a Renewable Standard Offer Contract Cover Sheet, definitions, standard terms and conditions, and exhibits including pricing, a Supply Guarantee dependent upon a predefined Minimum Energy Quantity, liquidated

damages, credit annex, legally required clauses to comply with all applicable Laws and Regulations, and the Terms of the Solar Solutions Initiative, if applicable.

6.3 Notice to Proceed

(a) Applicants have twelve (12) months to obtain a Notice to Proceed (NTP); otherwise, TVA may terminate the Renewable Standard Offer Contract. In order to receive a NTP, a Seller must submit a NTP Request to TVA. Appendix C of the Renewable Standard Offer Guidelines provides a copy of the Prescribed Form for a NTP Request.

(b) The NTP Request to TVA must include all of the following materials in a single package demonstrating Project development. Those materials will include:

- (i) demonstration that financing has been arranged for the Facility;
- (ii) receipt of, or application for, any applicable permits for the Project's construction and operation;
- (iii) execution of any necessary interconnection agreements with either TVA or a Distributor, as applicable;
- (iv) execution of any necessary metering agreements with TVA and/or the Distributor for the installation, operation, maintenance, and reading of the metering equipment;
- (v) receipt from TVA of any necessary executed transmission service agreements including Network Integrated Transmission Service Agreements and Network Operating Agreements with TVA and/or the Distributor for transmitting the Energy Output to TVA loads;
- (vi) a fuel resource survey indicating adequate fuel for the production of the Minimum Energy Quantity;
- (vii) demonstration of completion of the appropriate review under the National Environmental Policy Act (NEPA);
- (viii) revised Performance Assurance of \$25/kW; and
- (ix) for projects co-firing 50% or more Qualified Biomass, a fuel consumption heat content verification method approved by TVA.

TVA will issue a NTP if all of these components are present and satisfactory. If any of these components is missing, TVA may terminate the Renewable Standard Offer Contract, or defer its decision in accordance with the terms of the Renewable Standard Offer Contract.

(c) The period between the NTP and the Initial Delivery Date may not exceed one year, unless otherwise agreed to in writing by all parties.

6.4 Initial Delivery Date

(a) The Initial Delivery Date is defined as the first calendar day following TVA's receipt of the Seller's written notice that:

- (i) all actions by Seller necessary to construct and generate electricity from the Project have been taken; and,
- (ii) the Project is capable of generating and delivering Energy Output to the Delivery Point in a consistent and reliable manner.

(b) The Initial Delivery Date can be no earlier than the Expected Initial Delivery Date specified on the Cover Sheet of the Renewable Standard Offer Contract and no later than twelve Months after the NTP.

(c) If the Project is unable to generate and deliver Energy Output to the Delivery Point in a consistent and reliable manner at the end of twelve Months after the NTP, the Renewable Standard Offer Contract will be terminated and liquidated damages will be assessed against the Performance Assurance per the Standard Offer Contract.

(d) Prior to the Initial Delivery Date, the Seller shall provide TVA with Performance Assurance as described in the table below. The Performance Assurance shall remain in effect through the Term of the Renewable Standard Offer Contract.

Performance Assurance Amounts

Milestone	\$/kW 20 yr.
Contract Execution	\$15
Completion of Conditions Precedent	\$25
Initial Delivery Date:	
Years 1-2	\$125
Years 3-4	\$100
Years 5-20	\$75

SECTION 7: CONTRACT PRICING

7.1 Base Price Schedule

(a) The Renewable Standard Offer establishes long-term pricing for Hourly Delivered Energy Output from Projects. The Base Price Schedule will be updated in accordance with Section 9.

(b) The Base Prices incorporated into any individual Renewable Standard Offer Contract will be the applicable prices as set out in the Base Price Schedule on the date of the Contract Issue Notice.

(c) The Base Prices will be specified according to seasonal time-of-day in the currently effective version of the Base Price Schedule that is attached to each individual Renewable Standard Offer Contract as Exhibit A.

(d) Upon ninety (90) days notice, TVA may unilaterally change one or more of the Base Prices. TVA may change each Base Price in each seasonal time-of-day category by no more than one percent (1%) per calendar year; and any such change to these prices shall thereafter be applied to all Sellers. However, TVA shall make such changes to the Base Prices so that the Base Price Average remains fixed as described in Section 4.6 of the Renewable Standard Offer Contract.

7.2 Contract Price Escalation

To derive the Contract Prices at which the Applicant will be paid, the Base Prices under the Renewable Standard Offer Contract will be escalated annually by a constant percentage throughout the Term of the Contract in accordance with Section 4.6 of the Renewable Standard Offer Contract.

7.3 Solar Solutions Initiative Incentive Payments

Eligible projects for which a required separate application is submitted to and accepted by TVA in association with TVA's Solar Solution Initiative (SSI) may, upon satisfaction of certain SSI criteria, receive an incentive overlay based upon Gross Nameplate Capacity in addition to the Base Prices incorporated into any individual Renewable Standard Offer Contract.

In order to ensure program participation diversity, at no time shall the total SSI program nameplate capacity of a participant or developer, including its Affiliates, exceed 2 MW. This includes but is not limited to potential future assignments or transfers of program contracts and agreements and the parties involved in such transfers or assignments.

7.4 Other Factors

(a) The Renewable Standard Offer Contract provides that all Environmental Attributes otherwise applicable to the Project or available to a Seller in respect thereof are absolutely and unconditionally assigned to TVA.

(b) The Renewable Standard Offer Contract provides that all Capacity Attributes and Ancillary Services otherwise applicable to the Project or available to a Seller in respect thereof are absolutely and unconditionally assigned to TVA.

SECTION 8: OVERVIEW OF SETTLEMENT

The Renewable Standard Offer Contract provides a complete discussion of billing and settlement.

SECTION 9: REVIEW AND AMENDMENTS

(a) TVA intends to review and Amend as necessary the Renewable Standard Offer, the Renewable Standard Offer Guidelines, the form of the Renewable Standard Offer Contract (which will not affect any executed Renewable Standard Offer Contracts) and the Base Price Schedule at least annually (“Scheduled Review”).

(b) Notwithstanding a Scheduled Review, TVA may at any time make changes to these Renewable Standard Offer Guidelines, the form of the Renewable Standard Offer Contract, the Base Price Schedule, or the Renewable Standard Offer (including making substantial changes or suspending or terminating the Renewable Standard Offer). Amendments to the Renewable Standard Offer may be in response to changes in Laws and Regulations, changes in market conditions, or other circumstances as required.

SECTION 10: CONFIDENTIALITY

(a) Information provided by an Applicant or a Seller may be subject to the provisions of the Freedom of Information Act (FOIA). Notwithstanding any confidentiality statement provided by the Applicant or Seller, TVA may be required to disclose information that is provided to TVA by an Applicant or Seller and is otherwise not protected from disclosure through an exemption in FOIA or any other applicable Laws and Regulations. Applicants should not assume that such an exemption is available.

(b) Information provided by an Applicant in relation to a Project, including fuel type, capacity, general location (county), interconnection point (distributor name or TVA facility name), and environmental characteristics may be disclosed by TVA on the TVA Website or otherwise. Such disclosures may be made on an individual basis, or aggregated with information provided by other Applicants.

SECTION 11: ADDITIONAL GUIDELINES

11.1 General

(a) Each Applicant shall be solely responsible for its own costs and expenses relating to the preparation and submission of its Application and the development of the Project, whether or not an Application is rejected or the Renewable Standard Offer is suspended, revoked, or revised. Under no circumstances whatsoever shall TVA be liable for any indirect, punitive, or consequential damages associated with the Applicant's participation in the Renewable Standard Offer.

(b) By submitting an Application, the Applicant irrevocably and unconditionally waives any Claims against TVA relating to the Applicant's costs and expenses including costs in relation to satisfying the Project eligibility requirements described in Section 2, the Application eligibility requirements described in Section 3, and the Application Fee.

(c) Notwithstanding anything contained in these Renewable Standard Offer Guidelines, TVA reserves the right, in its sole discretion, to reject any Application, in whole or part, whether or not completed properly, and whether or not it contains all necessary information, and reserves the right to discuss different or additional proposals to those included in any Application.

(d) TVA reserves the right to cancel all or any part of the Renewable Standard Offer at any time and for any reason or to suspend the Renewable Standard Offer, in whole or part, for any reason, for such period of time as TVA shall determine in its sole discretion, in each case without any obligation or any reimbursement to the Applicants.

(e) TVA may verify with any Applicant or with any third party any information set forth in an Application.

(f) TVA reserves the right to waive any informality or irregularity at its discretion with respect to an Application or an Applicant's compliance with these Renewable Standard Offer Guidelines.

11.2 Reserved Rights

(a) The rights reserved to TVA in these Renewable Standard Offer Guidelines are in addition to any other express rights or any other rights that may be implied in the circumstances, and TVA shall not be liable for any expenses, costs, losses, or any direct or indirect damages incurred or suffered by any Applicant or any third party resulting from TVA exercising any of its express or implied rights under the Renewable Standard Offer.

(b) By submitting an Application, the Applicant authorizes the collection by TVA of the information set out in the Application and otherwise collected in accordance with

the terms hereof, and the use of such information for the purposes set out in or incidental to these Renewable Standard Offer Guidelines and the Renewable Standard Offer Contract, and for the purpose of offering, managing, and directing the Renewable Standard Offer generally.

11.3 Interpretation

- (a) Consent. Whenever a provision requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) Currency. Unless otherwise specified, all references to money amounts are to the lawful currency of the United States of America.
- (c) Discretion. Where TVA may take an action or make a determination under these Renewable Standard Offer Guidelines, the decision to take such an action or make such determination shall be at TVA's sole and absolute discretion.
- (d) Governing Law. These Renewable Standard Offer Guidelines are made under and shall be governed by and construed in accordance with Federal laws of the United States of America.
- (e) Headings. Headings of Sections are inserted for convenience of reference only and do not affect the construction or interpretation of these Renewable Standard Offer Guidelines. References to Sections means Sections of these Renewable Standard Offer Guidelines, unless otherwise specified.
- (f) No Strict Construction. Applicants submitting Applications acknowledge and agree that any doubt or ambiguity in the meaning or application of any term or provision in these Renewable Standard Offer Guidelines shall be construed in accordance with standard principles of legal interpretation except that in the event of an ambiguity, such ambiguity shall not be construed against TVA in favor of the Applicant.
- (g) Number and Gender. Unless the context otherwise requires, words importing the singular include the plural and *vice versa*, and words importing gender include all genders.

APPENDIX A
STANDARD DEFINITIONS IN RENEWABLE STANDARD OFFER GUIDELINES

1. **Access Rights** has the meaning given to it in Section 3.1(d) of the Renewable Standard Offer Guidelines.
2. **Affiliate** means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.
3. **Amendment** means a change, revision, or addition to the Renewable Standard Offer, Renewable Standard Offer Guidelines, form of Renewable Standard Offer Contract, or Base Price Schedule. “Amend” has a corresponding meaning.
4. **Ancillary Services** means those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of TVA’s Transmission System.
5. **Applicant** means a Person submitting an Application to participate in the Renewable Standard Offer.
6. **Application** means an application submitted in response to the Renewable Standard Offer in respect of the construction, development and operation of a Project and all clarifications and additional information, documents, and statements in respect thereof provided by an Applicant, or on behalf of an Applicant, and submitted to and accepted by TVA.
7. **Application Fee** has the meaning given to it in Section 3.1(a) of the Renewable Standard Offer Guidelines.
8. **Base Price** is the relevant seasonal time-of-day price stated in Exhibit A to the Renewable Standard Offer Contract, as specified in Section 4.6 of that contract.
9. **Base Price Schedule** means the schedule of prices established by TVA from time to time, in its sole discretion, which will be used to determine the Contract Price for a Renewable Standard Offer Contract. The Price Schedule applicable on the date of the Contract Issue Notice shall be as set forth in Exhibit A to the Renewable Standard Offer Contract, subject to updates pursuant to Sections 7 and 9.
10. **Business Day** means any day that is not a Saturday, a Sunday, or a Federal U.S. holiday.
11. **Capacity Attribute** means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Project can generate at a particular moment and that can be purchased and sold under market rules adopted in the region where the Project is located.

12. **Cash** means cash in United States Dollars.
13. **Claim** means a legal or equitable claim or cause of action in contract, in tort, under any Laws and Regulations, or otherwise.
14. **Contract Capacity** means the Gross Nameplate Capacity of the Project.
15. **Contract Issue Notice** means the notification that an Applicant receives that a Renewable Standard Offer Contract will be issued to their Project.
16. **Contract Price** means, with respect to an Application, the Base Price as adjusted in Section 4.6 of the Renewable Standard Offer Contract.
17. **Control** means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power. “Controlled by” has a corresponding meaning.
18. **CSPP** means the Part B rate set forth in the Dispersed Power Price Schedule CSPP of TVA’s “Dispersed Power Production Guidelines for TVA and Distributors of TVA Power.”
19. **Date Stamp** means the official record of the date that an Application is received as established pursuant to Sections 4.1 of the Renewable Standard Offer Guidelines.
20. **Delivered** means, in relation to Energy Output and certain Related Products, delivered to the Delivery Point successfully and directly injected into a Distributor’s System or the TVA Transmission System. “Deliver” and “Delivering” have corresponding meanings.
21. **Delivery Period** means for a Renewable Standard Offer Contract:
 - (a) in the case of the first such period, the period commencing on the Initial Delivery Date and ending on December 31st next following the Initial Delivery Date;
 - (b) in the case of each such period subsequent to the first such period (but not Including the last such period), each 12 calendar Months commencing on the January 1st next following the end of the prior period, and;
 - (c) in the case of the last such period during the Term, the period beginning on January 1st next preceding the final anniversary of the Initial Delivery Date and ending on such final anniversary for the Initial Delivery Date.
22. **Delivery Point** means where the electrical connection point between the Project and the Distributor’s System or the TVA Transmission System where Energy Output is injected into a Distributor’s System or the TVA Transmission System (as applicable).

23. **Distributor's System** means a system interconnected with the TVA Transmission System for distributing Energy Output at voltages typically of 161 kilovolts or less, and includes any structures, equipment, or other items used for that purpose.
24. **Distributor** means the owner or operator of a Distributor's System within the TVA Power Service Area.
25. **Downgrade Event** means a Party's or Party's Guarantor's credit rating failing to meet the Ratings Limit.
26. **DPP Program** means TVA's Dispersed Power Production Program under the Public Utility Regulatory Policies Act of 1978 (PURPA), as amended.
27. **Effective Date** means the date when the Renewable Standard Offer Contract goes into force or begins.
28. **eGrid** means 'Emissions & Generation Resource Integrated Database' which is a comprehensive source of data on the environmental characteristics of almost all electric power generated in the United States.
29. **Energy Output** means the amount of energy (in kWh) generated by the Project and delivered to the Delivery Point from and after the Initial Delivery Date, as metered by the metering equipment.
30. **Environmental Attributes** means any and all credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, renewable energy credits, offsets, and allowances, attributable to a Qualifying Resource, or otherwise attributable to the generation, purchase, sale or use of Energy Output from a Qualifying Resource during the Term, howsoever entitled or named, resulting from the avoidance, reduction, displacement or offset of the emission of any gas, chemical, or other substance, including any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (UNFCCC) or the Kyoto Protocol to the UNFCCC, or its successor, or crediting "early action" emissions reduction, or laws or regulations involving or administered by the Clean Air Markets Division of EPA, or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes, and any Renewable Energy Certificate reporting rights to such Environmental Attributes.
31. **Expected Initial Delivery Date** means the date set forth in the Cover Sheet to the Renewable Standard Offer Contract, which reflects the date the Seller anticipates will be the Initial Delivery Date.
32. **Facility** means a Renewable Generating Facility constructed, developed, and operated by the Seller or Affiliate of the Seller, which is comprised either partially or completely by

the Project.

33. **FOIA** means the Freedom of Information Act, 5 U.S.C. § 552.
34. **Green Power Providers** means TVA's program for generating facilities up to 50 kW each or any successor program.
35. **Gross Nameplate Capacity** means the manufacturer's total installed rated capacity of the Facility to generate Energy Output.
36. **Guaranty** means a guaranty in substantially the form attached as Attachment 1 to Exhibit D in the Renewable Standard Offer Contract.
37. **Guaranteed Party** means the Party in whose favor Performance Assurance is provided.
38. **Guarantor** means, with respect to a Party, the guarantor, if any, that has issued a Guaranty in substantially the same format attached as Attachment 1 to Exhibit D in the Renewable Standard Offer Contract.
39. **Hourly Delivered Energy Output** means the quantity of Energy Output actually Delivered or injected into either a Distributor's or TVA's system.
40. **Initial Delivery Date** means the first day following receipt by TVA of notice from Seller that:
 - (a) all actions by Seller necessary to construct and generate electricity from the Project have been taken; and
 - (b) the Project is capable of delivering Energy Output to the Delivery Point in a reliable and consistent manner; provided that such date shall be no earlier than the Initial Delivery Date specified on the Cover Sheet of the Renewable Standard Offer Contract and no later than twelve Months after a NTP that Seller has received from TVA.
41. **Interconnection Costs** means those costs that are payable by the Seller related to: where the Facility is interconnected to the TVA or Distributor transmission system, those costs required for a reliable interconnection, including but not limited to system impact studies, metering, system upgrades and expansions, and operating and maintenance for facilities used in interconnection.
42. **kW** means kilowatt and **kWh** means kilowatt-hour.
43. **Laws and Regulations** means:
 - (a) applicable federal, state, or local laws, orders, codes, legislation, rules, policies, regulations, and statutes;

(b) applicable orders, decisions, judgments, injunctions, decrees, awards, and writs of any court, tribunal, arbitrator, governmental authority, or other Person having jurisdiction;

(c) applicable rulings and conditions of any license, Permit, certificate, registration, authorization, consent, and approvals issued by a governmental authority;

(d) any requirements under or prescribed by applicable common law; and

(e) any codes or standards applied to Distributor's System or Transmission System in the United States.

44. **Letter of Credit** means an irrevocable standby letter of credit from a Qualified Bank in substantially the form provided in Attachment 2 to Exhibit D of the Renewable Standard Offer Contract, naming TVA ("the Guaranteed Party") as the beneficiary.

45. **Minimum Energy Quantity** means the minimum amount of energy that a Seller must deliver during a Delivery Period to avoid incurring responsibility for paying liquidated damages for non-performance.

46. **Moody's** means Moody's Investor Services, Inc. or its successor.

47. **Month** means a calendar month commencing at 00:00 CPT on the first calendar day of such month and ending at 24:00 CPT on the last calendar day of such month.

48. **MW** means megawatt and **MWh** means megawatt-hour.

49. **Notice to Proceed or NTP** means the notice issued by TVA to a Seller that has:

(a) submitted a NTP Request to TVA; and

(b) successfully demonstrated compliance with the criteria required under the NTP Request.

50. **NTP Request** means the submission by the Seller of the Prescribed Form together with the NTP pre-requisites, by which the Seller requests that TVA issue Notice to Proceed.

51. **Performance Assurance** means collateral in the form of Cash, Letter(s) of Credit, or a Guaranty from a Qualified Guarantor that shall guarantee a Party's payment obligations under this Agreement, or a combination of any of the above.

52. **Permit** means any right that is required by any applicable local, state, or federal governmental authority to develop, construct, finance, operate, or maintain the Project or interconnection facilities or to generate and sell the Project Energy Output Including any permit, exemption, approval, license, consent, authorization, concession, order, and easement.

53. **Person** means a natural person, firm, trust, partnership, limited partnership, limited liability company, corporation, joint venture, sole proprietorship, governmental authority, or other entity of any kind.
54. **Prescribed Form** means, in relation to a form, the latest version of the corresponding form appearing on the TVA website, as may be amended or replaced by TVA from time to time and without notice to the Seller.
55. **Product** means, on and after the Initial Delivery Date, Energy Output, Ancillary Services, Capacity Attributes (if applicable), and Environmental Attributes.
56. **Project** means a proposed Renewable Generating Facility described in an Application.
57. **Property** means the lands encompassed by the legal description of the Site and includes any lands adjacent to the lands set out in the legal description of the Site that are owned by an Affiliate of, or the same Person as any Person who owns any of the lands encompassed by the legal description of the Site.
58. **PV** means a solar photovoltaic system.
59. **Qualified Bank** means a U.S. commercial bank or a foreign bank with a U.S. branch, with such bank having a credit rating on its senior unsecured debt, not supported by third party credit enhancements, of:
- (a) “A3” or higher from Moody’s, or
 - (b) “A-“ or higher from S&P, or
 - (c) if rated by both Moody’s and S&P, both (a) and (b).
60. **Qualified Biomass** means a solid, liquid, or gaseous form of Renewable Biomass that is produced from the following fuels in a manner that complies with all applicable Laws and Regulations:
- (a) All wood waste Including “black liquor” from pulp and paper processing, mill residues, industrial waste wood, and waste wood from woodworking or wood processing, so long as the wood is not chemically treated or coated;
 - (b) All agricultural crops or waste;
 - (c) All animal and other organic waste;
 - (d) All energy crops; and
 - (e) Landfill gas and wastewater methane.

61. **Qualified Guarantor** means a Person who satisfies the Ratings Limit and who is domiciled in a country with a sovereign rating of “AAA” by S&P and “Aaa” by Moody’s.
62. **Qualifying Resource** has the meaning as set forth in Section 2 of the Renewable Standard Offer Guidelines, and Section 4.1 of the Renewable Standard Offer Contract.
63. **Ratings Limit** means, with respect to any Person, such Person has a long-term credit rating (corporate or long-term senior unsecured debt) of “BBB” or higher with S&P or “Baa2” or higher with Moody’s or both if rated by both S&P and Moody’s.
64. **Related Products** means all Capacity Products, Ancillary Services, transmission rights, and any other products or services that may be provided by the Project from time to time, excluding Environmental Attributes produced by the Project.
65. **Renewable Energy Certificate** or **REC** means the certificate that evidences the ownership of Environmental Attributes for purposes of compliance with a Renewable Energy Standard.
66. **Renewable Energy Standard** means a United States Federal law or a State law that is legally applicable to TVA and requires TVA to achieve a percentage of its annual electric power sales to end-use customers through production or purchase of specified renewable energy sources and/or through the acquisition of RECs or payment of an alternative compliance payment.
67. **Renewable Fuel** means wind, solar (PV), and Qualified Biomass.
68. **Renewable Generating Facility** means an electric generating facility located in the TVA Power Service Area that is owned or leased for the Term, as well as operated by the Seller, that generates Energy Output exclusively from one or more Renewable Fuels and delivers that Energy Output through a meter in accordance with all Laws and Regulations to the TVA Transmission System, or a Distributor’s System. **The Renewable Generating Facility cannot have a Gross Nameplate Capacity greater than 20 MW.**
69. **Renewable Standard Offer Application Instructions** means the document entitled “Renewable Standard Offer Application Instructions” published by TVA on its website setting out specific details relating to the Renewable Standard Offer, as updated or amended from time to time.
70. **Renewable Standard Offer Contract** means the agreement entered into between a Seller and TVA in accordance with the Renewable Standard Offer Guidelines.
71. **Renewable Standard Offer Contract Cover Sheet** means the cover sheet(s) of the Renewable Standard Offer Contract that set forth the contract information of the parties, a description of the Project, and terms specific to the Project.

72. **Renewable Standard Offer Guidelines** means this present document governing the Renewable Standard Offer. In accordance with the Renewable Standard Offer Guidelines, this document may be amended from time to time.
73. **S&P** means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor.
74. **Scheduled Review** has the meaning given to it in Section 9(a) of the Renewable Standard Offer Guidelines.
75. **Seller** means the Person identified as the seller on the Renewable Standard Offer Contract Cover Sheet, and, as applicable, its heirs, estate trustees, personal and legal representatives, successors, and permitted assigns.
76. **Site** means the real property on, over, in or under which the Project is, or is to be, situated, as such property is identified in the Application and in the Renewable Standard Offer Contract.
77. **Solar Solutions Initiative** means The Solar Solutions Initiative (SSI) a pilot intended to support existing solar industry in, and aid in recruitment of additional solar industry to, the TVA Power Service Area by providing incentive payments for mid-size solar projects in TVA's Renewable Standard Offer program if the projects use local NABCEP-certified installers employed in the TVA Power Service Area.
78. **Standard Definitions** means these definitions which are applicable to the Renewable Standard Offer Guidelines.
79. **Supply Guarantee** means for each Delivery Period throughout the Term of the Renewable Standard Offer Contract, the agreement of the Seller to guarantee delivery to the Delivery Point of Energy Output in an amount at least equal to the applicable Minimum Energy Quantity for such Delivery Period.
80. **Term** means the period of time beginning with the Effective Date of the Renewable Standard Offer Contract for a Project, and terminates at 24:00 Central Prevailing Time (CPT) on the final anniversary of the Initial Delivery Date as determined from the Renewable Standard Offer Contract Cover Sheet.
81. **Transmission System** means a system for conveying Energy Output at voltages of more than 100 kilovolts and includes any structures, equipment, or other items used for that purpose.
82. **TVA Power Service Area** means the area served at retail by Distributors of TVA power.
83. **Unsolicited Proposal Process** means TVA's process by which Energy Output generators may offer Product at any time.

84. **Upgrade** means the refurbishment or replacement of Generating Equipment at an existing generating facility with equipment that provides better or improved performance, but which does not constitute an Expansion.
85. **Website** means TVA's website at "www.tva.gov" or such other website as TVA shall designate from time to time.

APPENDIX B DECLARATION OF NEPA PROCESS

1.1 Authority

Wholly owned by the U.S. Government, TVA was established by Congress in 1933 primarily to foster the social welfare of residents in the Tennessee Valley region and promote the wise use of the region's natural resources.

This evaluation will be performed within the framework of the National Environmental Policy Act (NEPA) 42 USC §§ 4321 et seq., Council on Environmental Quality (CEQ) regulations for implementing the procedural provisions of NEPA 40 CFR Parts 1500-1508, and TVA's environmental review procedures. TVA's procedures were published for public comment in the Federal Register on July 6, 1979. With CEQ's approval, TVA adopted these procedures on August 15, 1980. TVA amended the procedures after public review and comment and with CEQ approval on April 28, 1983. A true and correct copy of TVA's procedures is available to the public on the internet at: http://www.tva.com/environment/reports/pdf/tvanepa_procedures.pdf.

1.2 National Environmental Policy Act Process

CEQ's regulations and TVA's NEPA procedures identify three levels of NEPA review. The most detailed and comprehensive level of review is an Environmental Impact Statement (EIS). The intermediate level of review is an Environmental Assessment (EA). The final and lowest level of review is a Categorical Exclusion (CE). The processes governing these levels of review are found in sections 5.1 through 5.4 of TVA procedures.

1.2.1 Categorical Exclusion

TVA's CEQ approved procedures identify 28 categorical exclusions or CEs (TVA 5.2) A CE is a category of actions that has been predetermined either individually or cumulatively normally not to result in significant environmental impacts. This element of agency NEPA procedures is intended to reduce paperwork and delays for the kinds of actions that may have impacts which normally are not environmentally significant. Among other things, transmission projects requiring the acquisition of minor amounts of transmission line right-of-way easements and the purchase of landrights are categorically excluded under TVA's CEQ-approved procedures (TVA 5.2.17 and 5.2.25).

1.2.2 ENVIRONMENTAL ASSESSMENT

An EA is a document that is prepared for actions not qualifying as a CE to determine if an EIS should be prepared (TVA 5.3.1). The initial step in the EA process is to determine reasonable alternative, permit requirements, coordination with our agencies, environmental issues and a schedule. Once the scope of work is determined, a preliminary draft EA will be prepared. The Preliminary Draft EA undergoes internal and interagency review and comment and a Draft EA is prepared for approval. TVA often seeks public comment during its EA processes, but that is not required under TVA's procedures (TVA 5.3.2). If TVA provides for public input to an EA process, it is required as appropriate to identify and discuss questions and concerns raised during the public input period (TVA 5.3.3).

In response to some of the comments from internal reviewers or the public's comments, when appropriate, TVA will revise the text of the EA and conduct additional analyses. The Final EA

will: 1) describe the proposed project and explain the purpose and need for it and the decisions to be made by TVA; 2) summarize the public input process it used for the EA and the permits and licenses that could apply to the proposed project; 3) summarize and discuss the various alternatives TVA considered; 4) and the description of the existing environmental conditions that potentially could be affected and analyses of potential environmental and other impacts. All environmental mitigation measures and commitments identified by TVA through the preparation of the EA will also be included. Based on the conclusions reached in an EA, TVA will determine whether an EIS should be prepared. If an EIS is not required, a Finding of No Significant Impact (FONSI) is prepared (TVA 5.3.4). The issuance of the FONSI concludes the required process for EAs under TVA's NEPA Procedures.

1.2.3 ENVIRONMENTAL IMPACT STATEMENT

NEPA 42 USC §§ 4321 et seq., requires Federal agencies to consider the impact of their proposed actions on the environment before making any decisions. If an action is expected to have a significant impact on the environment, the agency proposing the action must develop a study for public and agency review. This study is an analysis of the potential impacts to the natural and human environment from the proposed action as well as a range of reasonable alternatives. This study is called an Environmental Impact Statement (EIS). In making a decision on a proposed major action, an agency must consider a full range of alternatives that would typically be addressed in the EIS. The CEQ regulations (40 CFR Part 1505.1) require Federal agencies to make environmental review documents, comments, and responses a part of the administrative record. TVA's procedures identify five different kinds of actions for which an EIS would normally be prepared: 1) large water development and water control projects; 2) major power generating facilities; 3) uranium mining and milling complexes; 4) any major action, the environmental impact of which is expected to be highly controversial; and 5) any major action which will have a significant effect on the quality of the human environment (TVA 5.4.1).

As soon as possible after the decision to prepare an EIS is made, the Federal agency (TVA) will prepare and make available a Notice of Intent (NOI) to prepare an EIS. This notice will briefly describe the proposed action, reasonable alternatives, and probable environmental issues to be addressed in the EIS. The NOI will also describe the scoping process, as it relates to the particular project, and where and when public scoping meetings will be held. Normally there is a public input period of 30 days from the date of publication of the NOI in the *Federal Register*. TVA prepares a Scoping Document that summarizes the public input and interested agencies comments received on the proposed action, alternatives, and probable environmental issues, as well as any other major issues relevant to the project.

Based on the information obtained and decisions made during the project scoping process, a Preliminary Draft EIS is prepared. The Preliminary Draft EIS undergoes internal and interagency review and comment and a Draft EIS is prepared for approval. TVA distributes copies of the Draft EIS and/or Summary of the Draft EIS to the individuals and groups identified on the project master distribution list. The Draft EIS is then transmitted along with appropriate notices to the Environmental Protection Agency (EPA) and other interested Federal, state, and local agencies. The EPA will publish the notice of availability of the Draft EIS in the *Federal Register*.

The Draft EIS public comment period is normally no less than 45 days from the publication of the notice of availability by the EPA in the *Federal Register*. During the Draft EIS public review

period, TVA may hold public meetings as a forum to obtain comments on the Draft EIS. The public is informed through appropriate media or direct mailings, where and when public meetings will be held.

At the close of the Draft EIS public review period, TVA will respond to comments received and incorporate any required changes in the Preliminary Final EIS. The Preliminary Final EIS document undergoes internal and interagency review and comment and a Final EIS is prepared for approval. The Final EIS is sent to every person and organization to whom copies of the Draft EIS were sent or from whom comments were received. The Final EIS and appropriate notices are then transmitted to EPA and other Federal, state, and local agencies. The EPA will publish the notice of availability of the Final EIS in the *Federal Register*.

TVA will incorporate anticipated environmental impacts, documented in the EIS, into the decision making process, along with cost, schedule, technological and other considerations. No sooner than 30 days after the notice of availability of the Final EIS has been published in the Federal Register or 90 days after the notice of availability of the Draft EIS, whichever is later, the TVA will issue a Record of Decision (ROD). The ROD will normally include: (1) what the decision was; (2) what alternatives were considered; (3) which alternative was considered environmentally preferable; (4) the alternatives associated environmental considerations; and (5) any monitoring, reporting, and administrative arrangements made.

APPENDIX C

Prescribed Form: Notice To Proceed Request

TO: Tennessee Valley Authority (“TVA”)

RE: Request for Notice to Proceed

<Applicants full legal name> (the “Seller”), as the owner, developer or operator of the electricity generation facility located or to be located at <Project Address> requests a Notice to Proceed per Standard Offer Contract No. <Number of Contract>.

Evidence of meeting the conditions precedent specified in Article III of the Renewable Standard Offer Contract are included as follows (each item included with this Request is checked):

- _____ Financing commitment for the Project from a bank, an investment bank, or other source of investment funds.
- _____ Copies of required permits for construction and operation of the Project.
- _____ Copies of executed interconnection and metering agreements, for the installation, operation, maintenance, and reading of the metering equipment, with either TVA or a Distributor, as applicable.
- _____ Copies of executed transmission service agreements, including Network Integration Transmission Service Agreements and Network Operating Agreements with TVA and/or the Distributor for transmitting the Energy Output to TVA loads.
- _____ Results from fuel resource survey
- _____ Letter from NEPA Compliance staff at TVA indicating the level of NEPA review completed and the results
- _____ Performance Assurance of \$25.00 per kW in the form of cash, certified check, or Letter of Credit from a Qualified Bank.
- _____ For projects co-firing 50% or more Qualified Biomass, a fuel consumption heat content verification method approved by TVA.

Applicant hereby warrants and certifies that all information submitted in this Request for Notice to Proceed is accurate. In making this Warranty and Certification, Seller acknowledges that Seller is aware that Section 21(b) of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 831t(b)) provides that any person who, with intent to defraud TVA or to deceive any officer or employee of TVA, makes any false report or statement to TVA shall, upon conviction thereof, be fined not more than \$10,000 or imprisoned not more than five years, or both.

DATED as of the _____ day of _____, 20_____.

SELLER

Signature _____

Printed Name _____

Title _____