

For Distributor Use Only:	

For TVA Use Only:	

**This document is for review only by a potential Green Power Provider Owner, Participant and/or Installer. GPP Participation Agreement will be supplied by CPWS to the aforementioned parties for installation within our service area upon approval of system design as outlined in CPWS Overview Statement of TVA's GPP program.**

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<b>For TVA Use Only:</b>	

## GREEN POWER PROVIDERS PARTICIPATION AGREEMENT

THIS GREEN POWER PROVIDERS PARTICIPATION AGREEMENT (Participation Agreement), between \_\_\_\_\_, its successors and authorized assigns, hereinafter called "Participant"; \_\_\_\_\_, its successors and authorized assigns, hereinafter called "Distributor"; and Tennessee Valley Authority, its successors and authorized assigns, hereinafter called "TVA," bears the following recitals:

- I. Participant is a customer of Distributor and wants to participate, on a voluntary basis, in a program entitled Green Power Providers (Program) under which TVA acquires electric energy from qualifying renewable generation systems constructed and installed at customer locations served by Distributor.
- II. Participant intends to construct, operate, and maintain a generation facility (Qualifying System) that is an eligible system under this Participation Agreement and is described below, located at Participant's address (Address) identified in Subsection 15.1 below.
- III. The parties understand that the intent of the Program is to encourage Distributor's residential customers (billed under Schedule RS or its equivalent) and Distributor's commercial and industrial customers (billed under the General Power Service or Manufacturing Service Rate Schedules or their equivalent, as defined in Distributor rate schedules) to install renewable generation. Therefore, Participant must be a residential customer with a residential building and residential billing meter at the Address of the Qualifying System, or if Participant is a commercial or industrial customer, Participant agrees that its primary commercial or industrial purpose is not electric generation at the building with a commercial or industrial billing meter at the Address of the Qualifying System.
- IV. Participant wants to sell to TVA and TVA wants to purchase from Participant the power and associated energy produced from the Qualifying System, together with the environmental attributes associated with it, in accordance with the terms and conditions set forth in this Participation Agreement.

Subject to and in accordance with the Green Power Providers Program Participation Guidelines (Guidelines), attached to and made part of this Participation Agreement, the parties agree as follows:

### **SECTION 1 - DEFINITIONS**

All terms used herein with initial capital letters are textually defined within this Participation Agreement, and all underlined terms used herein will be deemed to mean those terms as defined in Guideline 2 of the Guidelines.

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**SECTION 2 - TERM AND TERMINATION**

**2.1 Effective Date, Delivery Commencement Date, and Term.** This Participation Agreement will be deemed effective as of the date (Effective Date) that TVA executes this Participation Agreement. The date on which Distributor accepts the Qualifying System by executing the Distributor’s Acceptance of Qualifying System Form (System Acceptance Form) will be called the Delivery Commencement Date. If the Distributor does not accept the Qualifying System by fully executing and submitting the System Acceptance Form within one hundred eighty (180) Calendar Days of TVA’s execution of this Participation Agreement under Subsection 17.3 below (Deadline), this Participation Agreement will automatically terminate.

Unless sooner terminated as provided in this Participation Agreement, this Participation Agreement will remain in effect for twenty (20) years from the Effective Date.

**2.2 Termination.** This Participation Agreement may be terminated by:

- (a) Participant, at any time, upon thirty (30) Calendar Days’ written notice to Distributor;
- (b) Mutual agreement of all of the parties in writing at any time; or
- (c) TVA or Distributor, at any time upon written notice by TVA or Distributor to Participant, if TVA or Distributor has determined that any of the following conditions has occurred:
  - i. after the Delivery Commencement Date, there has been a sustained lack of generation (less than an average of 10 kWh per month) from the Qualifying System for a period of six (6) consecutive months or more;
  - ii. the Qualifying System or its interconnection or safety equipment violate any applicable local, state, or federal codes or pose a safety hazard as determined by the Distributor or TVA;
  - iii. the interconnection or safety equipment ceases to comply with the requirements of Section 4 below;
  - iv. the Qualifying System includes generation from a non-Qualifying Resource (defined below) and/or ceases to meet the participation conditions outlined in this Participation Agreement or the Guidelines;
  - v. generation from the Qualifying System is used by Participant to provide credits for electric consumption at a location other than the Address herein;
  - vi. Distributor ceases to be a customer of TVA;
  - vii. Participant ceases to be a customer of Distributor at Site, unless this Participation Agreement is assigned to a new owner of Site as provided for under Section 8 below;
  - viii. Participant does not comply with or breaches the terms of this Participation Agreement, including without limitation, providing false or inaccurate information in violation of Section 17.1 below or refusing Distributor or TVA access to the Qualifying System;

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- ix. Participant increases the nameplate capacity of the Qualifying System without permission from Distributor or TVA, in violation of Section 3 below; or
- x. any unauthorized transfer, assignment, or delegation in violation of Section 8 below.

**SECTION 3 - QUALIFYING SYSTEMS – MAXIMUM CAPACITY**

For the term of this Participation Agreement, there should be only one Qualifying System per single Billing Meter at the Site. The total nameplate capacity of a Qualifying System(s) at the Site will be less than or equal to 50 kW direct current (DC) (50 kW alternating current (AC) if the system is a synchronous generator and does not require an inverter). However, if the proposed total nameplate capacity of the Qualifying System at the Site:

- (a) exceeds 10 kW, Distributor will review the kWh energy consumption at the Site (Site Power Usage Review) during the past twelve (12) months, as recorded monthly by the single associated Billing Meter at the Site, and the maximum total nameplate capacity (Maximum Capacity) of the Qualifying System under this Participation Agreement will be the lesser of (a) 50 kW and (b) the kW capacity that is designed to generate no more than 100% of the historical annual usage in kWh at the Site, as recorded by the associated Billing Meter at the Site.
- (b) is 10 kW or less, no Site Power Usage Review will be required.

Furthermore, Participant must be able to demonstrate, on an ongoing basis, that the Qualifying System generates electricity from one of the resources (Qualifying Resources) included as eligible per Guideline 4 of the Guidelines in effect on the date of TVA’s execution of the Participation Agreement. Any intended increase of the nameplate capacity of the Qualifying System must be in accordance with Subsection 3(a) above and the Guidelines. No Generation Credits shall will be due to Participant for any generation above the total nameplate Maximum Capacity provided in Section 15 below. TVA will perform periodic audits of the generation submitted to TVA by Distributor. Upon review of the generation, TVA and Distributor may determine that a Site visit is necessary. If an audit or Site visit reveals unauthorized increases to the nameplate capacity of a Qualifying System, said unauthorized increases may result in any or all of the following: (i) change to or suspension of Generation Credits, (ii) reimbursement due to Distributor/TVA for Generation Credits received for excess capacity, and/or (iii) termination of this Participation Agreement.

**SECTION 4 - PARTICIPATION ELIGIBILITY**

Participant’s eligibility for participation in the Program is based upon following criteria:

- (a) If Participant is a residential customer, the Participant must have a residential building or dwelling at the Site of the Qualifying System. If Participant is a commercial or industrial customer of Distributor, the primary commercial or industrial purpose at the Site will not be electric generation; and
- (b) Participant must submit the design of its proposed Qualifying System, along with an interconnection application, including the proposed equipment specifications, for Distributor’s review prior to signing this Participation Agreement; and

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(c) The Qualifying System:

- i. must not have previously generated renewable energy for sale to TVA prior to October 1, 2012, unless the Qualifying System was part of the Generation Partners pilot;
- ii. must meet the requirements of the Green-e Energy National Standard as provided by the Center for Resource Solutions, or any successor entity;
- iii. must meet the Qualifying System requirements outlined in Guideline 4;
- iv. must have a minimum nameplate capacity equal to or greater than 0.50 kW;
- v. must comply with all requirements established by the Distributor for interconnecting a Qualifying System to its distribution system, including, without limitation, signing Distributor's Interconnection Agreement and paying Distributor for any interconnection studies and other associated costs. Furthermore, the Qualifying System (including all interconnection-related equipment) must have been tested and listed by a Nationally Recognized Testing Laboratory for continuous interactive operation with an electric distribution system in compliance with IEEE 1547 (Standard for Interconnecting Distributed Resources with Electric Power Systems), IEEE 1547.2 (Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems), and UL 1741 (Inverters, Converters, and Controllers for use in Independent Power Systems) prior to Distributor signing the System Acceptance Form. Moreover, if an Applicant proposes using single-phase inverters in three-phase applications, the resultant interconnection must be designed such that all three phases of the inverter outputs respond together under all circumstances. If any of the three phases stop sourcing power, then the inverters on all three phases must stop sourcing power. This includes responses to abnormal power system events (whether they are single-phase or multi-phase in nature), inverter failure, and normal operation of the Program participating generation system. Furthermore, Distributor may require that an IEEE 1547 compliant three-phase inverter be used on all three-phase installations. The inverter must function such that any abnormal power system event, as defined by IEEE 1547, affecting any phase voltage or voltages results in generation ceasing on all three phases. A five-minute minimum delay time is required before the renewable generation equipment may reconnect to Distributor's grid each time it disconnects as a result of an outage on the Distributor's system or otherwise required by IEEE 1547;
- vi. must be properly designed, constructed, and installed, and the installer and manufacturer must provide evidence of the testing and compliance with the applicable requirements prior to Distributor signing the System Acceptance Form. All Qualifying Systems will be maintained and tested on an ongoing basis in accordance with manufacturer's instructions, and Distributor and TVA will have the right to obtain copies of the test results; and
- vii. must be manufactured (if a packaged system) and installed in compliance with all requirements of the latest edition of the National Electric Code (American National Standards Institute/National Fire Protection Association-70) prior to Distributor signing the System Acceptance Form;

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- (d) All installations must be permitted as required by law, be certified by a licensed electrician, and pass any applicable code inspections prior to Distributor signing the System Acceptance Form; and
- (e) For safe operation, the Qualifying System and its associated facilities must have a manual, lockable, visible load break AC disconnect switch that is easily accessible by Distributor prior to Distributor signing the System Acceptance Form; and
- (f) The construction and installation of the Qualifying System must be completed, in compliance with the Interconnection Agreement requirements and the terms and conditions of this Participation Agreement, by the Deadline. If these terms and conditions are not met before the Deadline, Participant may not reapply for participation in the Program for one hundred eighty (180) Calendar Days from the date of TVA's execution of the Participation Agreement in accordance with the then-current applicable Guidelines.

**SECTION 5 - BILLING AND PAYMENTS**

Distributor will choose one of the two options provided for under Subsections 5.1 and 5.2 below, and credits and incentives, if any, will be credited or paid to Participants accordingly. Participant will be paid the then-current applicable Premium Rate as described in Guideline 8 of the Guidelines in effect on the date of TVA's execution of the Participation Agreement.

**5.1 Distributor Billing Option.** Distributor will administer any Generation Credits due to Participant under this Subsection 5.1 using Site's power consumption (recorded on the single associated Billing Meter) and Site's power generation (recorded on the associated Generation Meter), and provide to Participant any Generation Credits due effective with the billing period when the Qualifying System commences generating on Distributor's electric system. For each billing period thereafter during the term of this Participation Agreement, Distributor will (a) apply all charges and credits for power and energy to the kW and kWh energy consumed by Participant at the Site and any other charges and credits determined in accordance with the applicable retail rate schedule, as appropriate, and (b) credit Participant with Generation Credit for the eligible renewable energy (kWh) delivered to Distributor's system. Said Generation Credit will be calculated by applying the retail rate schedule (residential or deemed to be GSA1 for all commercial and industrial customers) and the applicable Premium Rate, as determined by Guideline 8 of the Guidelines, to the kWh energy generated by the Qualifying System at the Site.

If the Generation Credit exceeds the sum of all charges and other credits on Participant's power bill, resulting in Participant being owed money for the billing period, Distributor may elect to carry over any such payment due to Participant as an additional credit on Participant's power bill for the following billing period, and may continue to do so for a total of twelve (12) consecutive billing periods. At the end of this cumulative period, if the value of Participant's Generation Credits exceeds the net sum of all charges and other credits for such cumulative period, Distributor will pay the balance due to Participant .

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The Distributor's periodic power bill to Participant will include calculations of the amounts owed, if any, to Participant with specific reference to the applicable retail rate schedule and Premium Rate.

**5.2 TVA-Vendor Billing Option.** Distributor and Vendor will administer any payments due to Participant.

- (a) Effective with the billing period when the Qualifying System commences generating on Distributor's electric system, and for each billing period thereafter during the term of this Participation Agreement, Distributor will (a) apply all charges and credits for power and energy to the kW and kWh energy consumed by Participant at the Site and any other charges and credits determined in accordance with the applicable retail rate schedule, as appropriate, and (b) credit Participant with Generation Credit for the eligible renewable energy (kWh) delivered to Distributor's system. Said Generation Credit will be calculated by applying the retail energy retail rate schedule (residential or deemed to be GSA1 for all commercial and industrial customers) to the kWh energy generated by the Qualifying System at the Site. Distributor's bill to the Participant will include calculations of the amounts owed to Participant with specific reference to the applicable retail energy rate schedule.
- (b) Based upon generation data of the Qualifying System provided by Distributor to TVA, Vendor will endeavor to deliver to Participant within ten (10) Business Days following the end of each calendar month, a statement, check, or other approved payment notification showing energy delivered from the Qualifying System during the previous month(s) and a computation of the payment due to Participant. Such payment will be calculated by applying the applicable Premium Rate, as determined by Guideline 8 of the Guidelines, to the kWh energy measured on the Generation Meter. In the event that generation information of a Qualifying System is not promptly provided due to such events as meter malfunction or communications failure, the time period in which Distributor delivers said data to TVA and Vendor may be extended as appropriate. Payments due, if any, by Vendor to Participant under this subsection 5.2 are due within thirty (30) Calendar Days from the date of the statement. Vendor's statement to the Participant will include calculations of the amounts owed to Participant with specific reference to the applicable Premium Rate.

**5.3 Incentive.** Depending on Distributor's selection of Distributor Billing Option or TVA-Vendor Billing Option, Distributor or Vendor will provide a one-time \$1,000 incentive rebate to eligible participants in accordance with the attached Guidelines. Furthermore, the one-time incentive rebate will be made only after (i) the eligible Participant completes the installation of its Qualifying System, (ii) Distributor and TVA approve and execute the System Acceptance Form, and (iii) the Qualifying System has successfully completed the commissioning requirements.

**SECTION 6 - INTERCONNECTION**

Participant will be responsible for the design, purchase, construction, installation, commissioning, ownership, operation, and maintenance (Work) of the Qualifying System and all auxiliary and interconnecting equipment, or cause the owner of Qualifying System (Qualifying System Owner) to do the Work, in accordance with the terms of the Interconnection Agreement.

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Distributor will not approve or execute this Participation Agreement until Participant has paid all Program and/or interconnection application fees. TVA will have no obligation to purchase the electric power generated by the Qualifying System unless and until the Participant is in compliance with the approved interconnection and safety requirements and all other requirements under this Participation Agreement for the Qualifying System.

**SECTION 7 - METERING**

Distributor will purchase, install, own, operate, maintain, repair, and replace as needed the Generation Meter. Distributor will solely determine the metering configuration for measuring the energy output of the Qualifying System. If said configuration requires replacement of the Billing Meter with a bi-directional meter, Distributor, at no cost to Participant, will purchase, install, own, operate, maintain, and replace as needed said bi-directional meter.

If the interconnection of the Qualifying System and installation of either the Generation Meter or Billing Meter requires additional costs in excess of Program reimbursements, the associated net costs will be at the Participant's expense. This includes additional grid infrastructure requirements (e.g. transformers) that may be needed to accompany the construction and installation of the Qualifying System.

Upon termination of this Participation Agreement, Distributor will remove the Generation Meter from the Site at its expense, and Participant will cooperate with Distributor, or its representative, for the purpose of such removal.

**SECTION 8 - TRANSFER AND ASSIGNMENT**

- (a) No party will voluntarily transfer, assign, or delegate this Participation Agreement or any of the party's rights or duties hereunder without the prior written consent of the other parties, and such consent will not be unreasonably withheld. Further, any unauthorized assignment may result in termination of this Participation Agreement, as provided in subsection 2.2 above.
- (b) If Participant (Participant/Transferor) either intends to transfer ownership of the Site to a new owner (New Participant/Transferee) or if Participant is a tenant of the Site and its tenancy is terminated Participant may assign this Participation Agreement to a New Participant/Transferee, then Participant/Transferor will notify Distributor by completing Attachment C (Request to Amend Participation Agreement by Changing Participant and/or Qualifying System Owner). Attachment C must be submitted to Distributor at least thirty (30) Calendar Days prior to the requested effective date of such assignment. Upon approval, Distributor and TVA will execute the Attachment C and return copies of the fully executed attachment to the Participant/Transferor and the New Participant/Transferee for their records. By signing Attachment C, the New Participant/Transferee affirms its understanding of and concurs with the terms and conditions of this Participation Agreement.

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- (c) If Participant is not the Qualifying System Owner and the Qualifying System Owner (Qualifying System Owner/Transferor) intends to transfer ownership to a new owner (New Qualifying System Owner/Transferee), Participant must notify Distributor of said intent by completing Attachment C. Attachment C must be submitted to Distributor at least thirty (30) Calendar Days prior to the effective date of such assignment. Upon approval, Distributor and TVA will execute the attachment and return copies of the fully executed attachment to the Participant, Qualifying System Owner/Transferor, and the New Qualifying System Owner/Transferee for their records. By signing Attachment C, the New Qualifying System Owner/Transferee affirms its responsibilities under the Participation Agreement.
- (d) Upon Participant's death or incapacity, if Participant's estate executor, conservator, attorney in fact, or court ordered agent (herein referred to as Agent) wishes to continue the terms and conditions of this Participation Agreement and Guidelines, Agent must complete Attachment C and forward it to Distributor and TVA for review and execution; otherwise, the Participation Agreement will be terminated in accordance with subsection 2.2 above, and any eligible Applicant including the new owner of Site must reapply for Program participation in accordance with the then-current applicable Guidelines.
- (e) Each time an assignment of this Participation Agreement or ownership transfer of the Qualifying System is intended by Participant/Transferor or Qualifying System Owner/Transferor, as provided in subsections 9(b), 9(c), and 9(d) above, Participant/Transferor will execute, and cause as appropriate, the New Participant/Transferee or the New Qualifying System Owner/Transferee to execute Attachment C. Attachment C will be forwarded to Distributor, along with supporting documentation and the assignment fee for Distributor's cost of processing said assignment, if any. If ownership of the Site is transferred (or Participant's tenancy of the Site is terminated) and Participant and/or Qualifying System Owner elect to relocate the Qualifying System to a different location, this Participation Agreement will be terminated upon thirty (30) Calendar Days' written notice to the Distributor.
- (f) If Participant/Transferor is no longer a customer of Distributor at the Billing Meter of the Site of the Qualifying System and Participant/Transferor fails to sign Attachment C, Participant/Transferor specifically gives TVA and Distributor the right to assign this Participation Agreement to the new owner of Site or tenant who is a customer of Distributor at the Billing Meter of the Site of the Qualifying System.
- (g) If Participant/Transferor and Qualifying System Owner/Transferor do not notify TVA and the Distributor of transfer of ownership of the Qualifying System, the Participant/Transferor and Qualifying System Owner/Transferor specifically give TVA and the Distributor the right to assign this Participation Agreement to the New Qualifying System Owner/Transferee and to change the name and address of the Qualifying System Owner/Transferor to that of the New Qualifying System Owner/Transferee upon written documentation of change of ownership.

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**SECTION 9 - ENVIRONMENTAL CREDITS**

TVA will have the sole right and title to any renewable energy credits (including tradable renewable credits or green tags), or other associated benefits or environmental attributes of energy generated from the renewable nature of the Qualifying System (without regard to whether any governmental authority or other organization has registered, certified, or otherwise taken action to recognize said credits, tags, benefits, or attributes), that either have accrued, or are arising or accruing now and in the future as a result of the electric generation by the Qualifying System (Environmental Credits) beginning on the Effective Date and continuing throughout the term of this Participation Agreement. At no cost to TVA or Distributor, Participant will cooperate with TVA and Distributor in taking whatever action is necessary and reasonable to establish or obtain such Environmental Credits, as may be required now or in the future by applicable law, and transfer them to Distributor, who will in turn transfer all such Environmental Credits to TVA.

For the term of this Participation Agreement, the Participant and Qualifying System Owner must not make claims or statements about using renewable electricity, cutting back on greenhouse gas (GHG) emissions from electricity through the use of renewable electricity, or receiving any other environmental benefits of renewable energy use which would constitute the claiming of a renewable energy credit (REC). Participant and Qualifying System Owner understand that any such claims violate the terms of this Participation Agreement, since TVA, through this Participation Agreement, is purchasing one hundred percent (100%) of the RECs generated by the renewable energy installation and selling the RECs through its Green Power Switch program. If Participant and Qualifying System Owner wish to make such claims, they must purchase the equivalent RECs through the Green Power Switch program or other product.

**SECTION 10 - INDEMNIFICATION AND RELEASE**

Participant and the Qualifying System Owner release, indemnify, defend, and save harmless the Distributor, TVA, the United States of America, and their respective officers, agents, employees, and contractors from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, special damages, consequential damages, indirect damages, or loss of life or property sustained by Participant, the Qualifying System Owner, their agents, contractors, and families, or third parties arising out of or in any way connected with the Green Power Providers program including, without limitation, the design, purchase, construction, installation, ownership, testing, commissioning, operation, maintenance, repair, replacement, removal, defect, or failure of the Qualifying System under this Participation Agreement and Participant's and the Qualifying System Owner's interconnection and safety equipment. The obligations of this section 10 will survive termination of this Participation Agreement.

**SECTION 11 - FORCE MAJEURE EVENT**

- (a) A Force Majeure Event means any act of God or the public enemy, fires, epidemics, quarantines, strikes, freight embargoes or delays in transportation, priorities or other acts or orders of governmental authority, or unforeseeable severe weather or floods, or any causes, whether or not of the same class or kind of those specifically above named, that are in each case (i) beyond the reasonable control of such affected party, (ii) by the exercise of reasonable foresight such party could not reasonably have been expected to

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avoid, and (iii) by the exercise of due diligence, such party will be unable to prevent or overcome.

- (b) If a Force Majeure Event prevents Participant from fulfilling any of its obligations under this Participation Agreement, Participant will promptly notify Distributor, or its authorized representatives, in writing of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, the expected duration, and the steps that Participant is taking to alleviate the effects of the event on its performance. If the initial notification is verbal, it must be promptly followed with a written notification. Participant will keep Distributor informed in writing of developments relating to the Force Majeure Event until the event ends. Participant will be entitled to suspend or modify its performance of obligations under this Participation Agreement only to the extent that the effect of the Force Majeure Event, as solely determined by TVA, cannot be reasonably mitigated. In the event of such suspension or modification, TVA will solely determine when the Force Majeure Event has ended.

**SECTION 12 - ACCESS**

Distributor and TVA will have access to the Site:

- (a) at reasonable hours, and upon reasonable notice, to inspect the Qualifying System’s protective apparatus and to read, maintain, or test meters, or for any reasonable purpose in connection with this Participation Agreement or Distributor’s obligation to provide service to its customers; and
- (b) at any time without notice to Participant, in order to disconnect the Qualifying System from the Distributor’s distribution system, in the event Distributor reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, Distributor’s facilities, or property of others from damage or interference caused by Participant’s facilities or lack of properly operating protective devices.

**SECTION 13 - DISCLOSURE**

Participant understands that Distributor or TVA may publish or disclose to others information obtained from the Program, but will not release, without the prior consent of Participant, information that could personally identify Participant except to employees, contractors, or agents of Distributor and TVA, or when disclosure is required by law.

**SECTION 14 - THIRD PARTY BENEFICIARIES**

This Participation Agreement is solely for the benefit of Participant, Distributor, and TVA and will not be construed as creating any duty, standard of care, or any liability to any person not a party to this Participation Agreement.

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**SECTION 15 - PARTICIPANT AND QUALIFYING SYSTEM INFORMATION**

**15.1 Participant's and Qualifying System's Type Information (This information must be fully completed by the Participant.)**

- The Qualifying System will be located at the following Address\*:  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
- Participant Electric Service Account Number: \_\_\_\_\_
- Participant Type:     Residential                       Commercial or Industrial
- Qualifying System Type and Nameplate Capacity: (Please check below.)  
 Solar Photovoltaic (PV)     Wind     \*\* Low-Impact Hydro     Biomass  
 If Biomass, please specify the fuel type: \_\_\_\_\_
- Total Nameplate Capacity of Qualifying System: \_\_\_\_\_ kW DC (kW AC for biomass or synchronous generators)

\* Note: The Address must match the local power company's billing system physical address.

\*\* Hydro generation must be located in the Cumberland River watershed or in the Mississippi River, and the Participant must provide documentation that it meets any applicable requirements of the **Federal Energy Regulatory Commission (FERC)**. Hydro generation could be located in the Tennessee River watershed, but only if TVA were to issue a Section 26a permit.

**15.2 Contract Administration and Notices.** Notices given under this Participation Agreement will be deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

**Participant:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Distributor:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TVA:**

Manager, End Use Generation,  
Renewable Energy Programs  
26 Century Boulevard, OCP 7A  
Nashville, Tennessee 37214

The above-listed names and addresses of any party for notices may be changed by written notification to the other parties to this Participation Agreement as directed above.

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**SECTION 16 - QUALIFYING SYSTEM OWNERSHIP**

Participant will indicate below the ownership of the Qualifying System by completing, or causing the Qualifying System Owner to complete, the following:

**Check one:**

- Participant is the owner of the Qualifying System and will sign below at the bottom of this Section 16.
- Participant is not the owner of the Qualifying System at the Address and will have the Qualifying System Owner sign below:

I am the owner of the Qualifying System that is installed at the Address. I understand the Program, and I specifically agree to Sections 8(g) (Transfer and Assignment) and 10 (Indemnification and Release) above. Accordingly, I give my permission for Distributor and TVA to review the interconnection of the Qualifying System at the Address. I give my permission to use the Qualifying System in the Program as provided herein. I will cooperate with the parties participating in the Program as set out in this Participation Agreement. I have the authority to sign below.

\_\_\_\_\_  
Name of Qualifying System Owner

\_\_\_\_\_  
Qualifying System Owner Signature      Date

**SECTION 17 - SIGNATURES**

**17.1 Participant's Signature**

By signing below, Participant acknowledges that it has read and understands this Participation Agreement and agrees to comply with all of the terms and conditions set forth herein.

If Participant is the Qualifying System Owner, Participant gives permission for Distributor and TVA to review the interconnection of the Qualifying System at the Address. Participant understands that the Qualifying System is not entitled to generate power, and Participant is not entitled to Generation Credits or rebates unless and until Distributor and TVA execute this Participation Agreement and the System Acceptance Form.

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Participant hereby warrants and certifies that all information submitted in this Participation Agreement is accurate and that Participant has the authority to enter into this Participation Agreement. In making this warranty and certification, Participant acknowledges that Participant is aware that Section 21 of the Tennessee Valley Authority Act of 1933, as amended, (16 U.S.C. § 831t) provides criminal sanctions including fines and imprisonment for any person who is convicted of, among other things, defrauding TVA.

Specifically, Participant understands that Participant is bound by the then-current Guidelines in effect at the time TVA executes this Participation Agreement, and the Guidelines in effect at the time TVA executes this Participation Agreement can differ from what the Participant has reviewed. Participant is responsible for reading, understanding, and adhering to the then-current Guidelines in effect at the time TVA executes this Participation Agreement.

Participant accepted and agreed to the foregoing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant's Authorized Officer Name & Title  
(please complete only if Participant is a commercial or industrial customer)

\_\_\_\_\_  
Participant or Participant's Authorized Representative Signature

**17.2 Distributor's Signature**

By signing below, Distributor indicates that it has read and understands this Participation Agreement and agrees to be bound by all of the terms and conditions set forth herein. In particular, Distributor indicates that the Qualifying System's design and the Participant information provided under Section 15.1 above have met the initial Program and interconnection design requirements, but that Distributor will not allow the Qualifying System's power to flow onto its electric distribution or transmission system unless and until Distributor executes the System Acceptance Form with respect to the completed construction.

Accepted and agreed to the foregoing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Distributor Name

\_\_\_\_\_  
(Distributor Representative Name & Title)

\_\_\_\_\_  
Distributor Representative Signature

<b>For Distributor Use Only:</b>	

<b>For TVA Use Only:</b>	

**17.3 TVA's Signature**

APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>
COMMENTS/REASONS FOR DENIAL:	
_____	
_____	
_____	
_____	
Accepted and agreed to the foregoing this ____ day of _____, 20__.	
<b>TENNESSEE VALLEY AUTHORITY</b>	
_____	
(TVA Representative Name & Title)	
_____	
TVA Representative Signature	

**This document is for review only by a potential Green Power Provider Owner, Participant and/or Installer. GPP Participation Agreement will be supplied by CPWS to the aforementioned parties for installation within our service area upon approval of system design as outlined in CPWS Overview Statement of TVA's GPP program.**

For Review Only