

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

Contract Requirement

Distributor shall require contracts for all service provided under this rate schedule. The contract shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 5 years; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 16 months' notice. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least one year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSD. In such case the term of the power contract shall remain the same and the onpeak contract demand for service under the General Power Rate--Schedule GSD shall not be less than the contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

WARREN RURAL ELECTRIC COOPERATIVE CORPORATION

SEASONAL DEMAND AND ENERGY MANUFACTURING SERVICE RATE--SCHEDULE SMSB

(April 2011)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective contract demand is greater than 5,000 kW but not more than 15,000 kW and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge:	\$1,500 per delivery point per month
Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$17.49 per kW per month of the customer's billing demand, plus \$17.49 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand
Winter Period	\$11.61 per kW per month of the customer's billing demand, plus \$11.61 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand
Transition Period	\$7.19 per kW per month of the customer's billing demand, plus \$7.19 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand
Energy Charge:	
Summer Period	1.578¢ per kWh per month
Winter Period	1.146¢ per kWh per month
Transition Period	1.046¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective contract demand and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Demand

Distributor shall meter the demands in kW of all customers served under this rate schedule. The metered demand for any month shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and such amount shall be used as the billing demand, except that the billing demand for any month shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

Contract Requirement

Distributor shall require contracts for all service provided under this rate schedule. The contract shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 1 year; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 4 months' notice. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least one year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the Manufacturing Service Rate--Schedule MSB. In such case the term of the power contract shall remain the same and the onpeak contract demand for service under the Manufacturing Service Rate--Schedule MSB shall not be less than the contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

WARREN RURAL ELECTRIC COOPERATIVE CORPORATION

SEASONAL DEMAND AND ENERGY MANUFACTURING SERVICE RATE--SCHEDULE SMSC

(April 2011)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective contract demand is greater than 15,000 kW but not more than 25,000 kW and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge:	\$1,500 per delivery point per month
Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$16.98 per kW per month of the customer's billing demand, plus \$16.98 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand
Winter Period	\$11.10 per kW per month of the customer's billing demand, plus \$11.10 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand
Transition Period	\$6.68 per kW per month of the customer's billing demand, plus \$6.68 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand
Energy Charge:	
Summer Period	1.550¢ per kWh per month
Winter Period	1.145¢ per kWh per month
Transition Period	1.049¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective contract demand and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Demand

Distributor shall meter the demands in kW of all customers served under this rate schedule. The metered demand for any month shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and such amount shall be used as the billing demand, except that the billing demand for any month shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, and (3) 50 percent of any kW in excess of 25,000 kW of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

Contract Requirement

Distributor shall require contracts for all service provided under this rate schedule. The contract shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 1 year; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 4 months' notice. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least one year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the Manufacturing Service Rate--Schedule MSC. In such case the term of the power contract shall remain the same and the onpeak contract demand for service under the Manufacturing Service Rate--Schedule MSC shall not be less than the contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

WARREN RURAL ELECTRIC COOPERATIVE CORPORATION

SEASONAL DEMAND AND ENERGY MANUFACTURING SERVICE RATE--SCHEDULE SMSD

(April 2011)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective contract demand is greater than 25,000 kW and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge:	\$1,500 per delivery point per month
Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$19.57 per kW per month of the customer's billing demand, plus \$19.57 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand
Winter Period	\$13.69 per kW per month of the customer's billing demand, plus \$13.69 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand
Transition Period	\$9.27 per kW per month of the customer's billing demand, plus \$9.27 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand
Energy Charge:	
Summer Period	0.888¢ per kWh per month
Winter Period	0.564¢ per kWh per month
Transition Period	0.486¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective contract demand and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Demand

Distributor shall meter the demands in kW of all customers served under this rate schedule. The metered demand for any month shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and such amount shall be used as the billing demand, except that the billing demand for any month shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

Contract Requirement

Distributor shall require contracts for all service provided under this rate schedule. The contract shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 5 years; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 16 months' notice. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least one year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the Manufacturing Service Rate--Schedule MSD. In such case the term of the power contract shall remain the same and the onpeak contract demand for service under the Manufacturing Service Rate--Schedule MSD shall not be less than the contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT

Among
MEDINA BLANKING, INC.,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY

Date: 6.16.2011

VII Contract No. 4670

TV-59578A, Supp. No. 102

THIS AGREEMENT will confirm the understandings among MEDINA BLANKING, INC. (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's power bill (Bill Credits) for a 5-year Award Period, beginning on the Company's seventh consecutive monthly power bill for firm power provided to the Qualifying Plant. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$ 10,661.31
2	\$ 11,728.74
3	\$ 12,895.12
4	\$ 13,543.77
5	\$ 13,543.77

In the event that Company receives more than one power bill in any month for its Qualifying Plant, a pro rata portion of the Bill Credit will be applied to each power bill in proportion to the total retail amount of each power bill. Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 30 days after the end of Company's Start-Up Period and within 30 days after the end of each 12-month period of the Evaluation Period thereafter, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time calculate an Adjusted Award pursuant to section 7 below.

SECTION 6- DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,
- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months,
- (c) total kWh usage of Company's Qualifying Plant during Peak Hours, and
- (d) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of the Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above if at any time any of the following occurs:

- (a) Company provides materially false information on its VII Award Application or Annual Certifications;
- (b) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (c) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (d) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (e) Company ceases commercial operation of its Qualifying Plant.

If any of the events identified in (a) – (e) above occur, this agreement shall be deemed to have automatically terminated as of the date of said occurrence, and promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill. TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible,

Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law, (a) Company shall not disclose those documents or their contents except to TVA or Distributor and (b) TVA and Distributor will not disclose confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Boulevard, Suite 100 OCP 2
Nashville, TN 37214

To Company:

Robert L. Poepelman
Director of Tax
Medina Blanking, Inc.
880 Steel Drive
Valley City, Ohio 44280

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - ENTIRE AGREEMENT

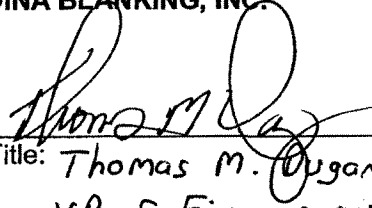
All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 14 - SUCCESSORS AND ASSIGNS

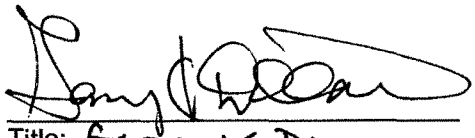
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

MEDINA BLANKING, INC.

By  RLP
Title: Thomas M. Dugan
VP of Finance and Treasurer

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: GARY K DILLARD
PRESI/CEO

TENNESSEE VALLEY AUTHORITY

By 
Executive Vice President
Customer Relations

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**PERDUE FARMS, INC.,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY**

Date: JUNE 30, 2011

VII Contract No. 4799

TV-59578A, Supp. No. 103

THIS AGREEMENT will confirm the understandings among PERDUE FARMS, INC. (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's power bill (Bill Credits) for a 5-year Award Period, beginning on September 7, 2011. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$99,672.39
2	\$99,672.39
3	\$99,672.39
4	\$99,672.39
5	\$99,672.39

In the event that Company receives more than one power bill in any month for its Qualifying Plant, a pro rata portion of the Bill Credit will be applied to each power bill in proportion to the total retail amount of each power bill. Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 30 days after the first 12 months of Company's Evaluation Period, and within 30 days after each 12-month period of the Evaluation Period thereafter, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, showing Company's VII Metrics for the previous year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time calculate an Adjusted Award pursuant to section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months,
- (c) total kWh usage of Company's Qualifying Plant during Peak Hours, and
- (d) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that if the total kWh usage in the previous year is at least 80% of the total kWh usage for the Base Year, the monthly Total Metered Demand and kWh usage values from the Base Year will be used in the calculation. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above if at any time any of the following occurs:

- (a) Company provides materially false information on its VII Award Application or Annual Certifications;
- (b) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (c) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (d) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (e) Company ceases commercial operation of its Qualifying Plant.

If any of the events identified in (a) – (e) above occur, this agreement shall be deemed to have automatically terminated as of the date of said occurrence, and promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is expressly recognized and agreed that the EGC participation agreement between Company and Distributor dated May 29, 2007, is hereby terminated effective immediately.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill. TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any

amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law, (a) Company shall not disclose those documents or their contents except to TVA or Distributor and (b) TVA and Distributor will not disclose confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

John DeVinney
Senior Project Manager
Perdue Farms, Inc.
5025 US Hwy 231 South
Beaver Dam, Kentucky 42320

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

Notwithstanding the information provided by Company on page 2 of the attached VII Award Application, the parties acknowledge and agree that the Plant's highest Total Metered Demand and kWh usage in each of the previous 12 months are as follows:

Bill Date	3/11/10	4/14/10	5/13/10	6/11/10	7/14/10	8/12/10
kW	4,478	4,640	5,044	5,630	6,076	6,422
kWh	2,092,932	2,421,197	2,414,227	2,643,101	3,076,963	3,087,701

Bill Date	9/14/10	10/13/10	11/8/10	12/10/10	1/6/11	2/7/11
kW	6,218	5,743	5,252	4,850	4,379	4,312
kWh	3,032,232	2,669,602	2,442,466	2,298,879	2,244,418	2,232,615

Notwithstanding the information provided by company on page 4 of the attached VII Award Application, the parties acknowledge and agree that the proper Annual Energy Efficiency Improvement projections are: Year 1, 3.73%; Year 2, 0.5%; Year 3, 3.9%; Year 4, 0.62%; Year 5, 0.46%.

SECTION 14 - ENTIRE AGREEMENT

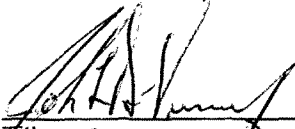
All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

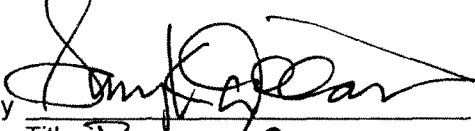
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

PERDUE FARMS, INC.

By 
Title: Senior Project Manager

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: PRESIDENT / CEO

TENNESSEE VALLEY AUTHORITY

By 
Executive Vice President
Customer Relations

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
PLASTIKON,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY

Date: 6/22/11 7.8.2011
AR

VII Contract No. 4826

TV-59578A, Supp. No. 104

THIS AGREEMENT will confirm the understandings among PLASTIKON (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's power bill (Bill Credits) for a 5-year Award Period, beginning on the Company's seventh consecutive monthly power bill for firm power provided to the Qualifying Plant. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$19,061.43
2	\$19,061.43
3	\$12,707.62
4	\$12,707.62
5	\$12,707.62

In the event that Company receives more than one power bill in any month for its Qualifying Plant, a pro rata portion of the Bill Credit will be applied to each power bill in proportion to the total retail amount of each power bill. Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 30 days after the end of Company's Start-Up Period and within 30 days after the end of each 12-month period of the Evaluation Period thereafter, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time calculate an Adjusted Award pursuant to section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,
- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months,
- (c) total kWh usage of Company's Qualifying Plant during Peak Hours, and
- (d) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of the Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above if at any time any of the following occurs:

- (a) Company provides materially false information on its VII Award Application or Annual Certifications;
- (b) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (c) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (d) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (e) Company ceases commercial operation of its Qualifying Plant.

If any of the events identified in (a) – (e) above occur, this agreement shall be deemed to have automatically terminated as of the date of said occurrence, and promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill. TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible,

Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law, (a) Company shall not disclose those documents or their contents except to TVA or Distributor and (b) TVA and Distributor will not disclose confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, TN 37214

To Company:

Patrick Ferland
General Manager
Plastikon
325 Embry Drive
Leitchfield, KY 42754

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, KY 42102

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - ENTIRE AGREEMENT


All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 14 - SUCCESSORS AND ASSIGNS

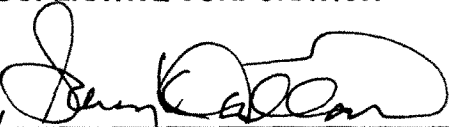
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

PLASTIKON

By 
Title: GENERAL MANAGER

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: PRESI/CEO

TENNESSEE VALLEY AUTHORITY

By 
~~Executive Vice President~~ Senior Vice President
~~Customer Relations~~ Economic Development

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**GENERAL MOTORS LLC,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY**

Date: March 16, 2012

VII Contract No. 5124

TV-59578A, Supp. No. 105

THIS AGREEMENT will confirm the understandings among GENERAL MOTORS LLC (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

BAP
3-16-12
March 30, 2012
-MYD
5-8-12
GKD
3-13-12

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's power bill (Bill Credits) for a 5-year Award Period, beginning on ~~December 30, 2011~~ March 30, 2012. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$349,225.00
2	\$307,650.60
3	\$266,076.19
4	\$224,501.79
5	\$152,439.48

In the event that Company receives more than one power bill in any month for its Qualifying Plant, a pro rata portion of the Bill Credit will be applied to each power bill in proportion to the total retail amount of each power bill. Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 30 days after the first 12 months of Company's Evaluation Period, and within 30 days after each 12-month period of the Evaluation Period thereafter, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, showing Company's VII Metrics for the previous year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time calculate an Adjusted Award pursuant to section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months,
- (c) total kWh usage of Company's Qualifying Plant during Peak Hours, and
- (d) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that if the total kWh usage in the previous year is at least 80% of the total kWh usage for the Base Year, the monthly Total Metered Demand and kWh usage values from the Base Year will be used in the calculation. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above if at any time any of the following occurs:

- (a) Company provides materially false information on its VII Award Application or Annual Certifications;
- (b) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (c) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (d) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (e) Company ceases commercial operation of its Qualifying Plant.

If any of the events identified in (a) – (e) above occur, this agreement shall be deemed to have automatically terminated as of the date of said occurrence, and promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill. TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any

amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law, (a) Company shall not disclose those documents or their contents except to TVA or Distributor and (b) TVA and Distributor will not disclose confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

Dean Putman
Commodity & Regulatory Manager - Energy
General Motors LLC
30009 Van Dyke Road
Warren, Michigan 48090

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - ENTIRE AGREEMENT

All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 14 - SUCCESSORS AND ASSIGNS

This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

GENERAL MOTORS LLC

By Michael J. Demby
Title: SR. VP. CRM

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By Frank Wilson
Title: PRES. / CEO

TENNESSEE VALLEY AUTHORITY

By Bradley D. Pitus
~~Senior Vice President~~ Senior Manager
~~Economic Development~~ Power Contracts

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**SOUTHERN FOODS, INC.,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY**

Date: 11 | 22 | 2011

VII Contract No. 5430

TV-59578A, Supp. No. 106

THIS AGREEMENT will confirm the understandings among SOUTHERN FOODS, INC. (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's power bill (Bill Credits) for a 5-year Award Period, beginning on March 6, 2012. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$10,942.31
2	\$10,942.31
3	\$10,942.31
4	\$10,942.31
5	\$10,942.31

In the event that Company receives more than one power bill in any month for its Qualifying Plant, a pro rata portion of the Bill Credit will be applied to each power bill in proportion to the total retail amount of each power bill. Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 30 days after the first 12 months of Company's Evaluation Period, and within 30 days after each 12-month period of the Evaluation Period thereafter, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, showing Company's VII Metrics for the previous year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time calculate an Adjusted Award pursuant to section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months,
- (c) total kWh usage of Company's Qualifying Plant during Peak Hours, and
- (d) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that if the total kWh usage in the previous year is at least 80% of the total kWh usage for the Base Year, the monthly Total Metered Demand and kWh usage values from the Base Year will be used in the calculation. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above if at any time any of the following occurs:

- (a) Company provides materially false information on its VII Award Application or Annual Certifications;
- (b) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (c) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (d) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (e) Company ceases commercial operation of its Qualifying Plant.

If any of the events identified in (a) – (e) above occur, this agreement shall be deemed to have automatically terminated as of the date of said occurrence, and promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill. TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any

amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law, (a) Company shall not disclose those documents or their contents except to TVA or Distributor and (b) TVA and Distributor will not disclose confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

Cindy Smith
Chief Financial Officer
Southern Foods, Inc.
117 Mitch McConnell Way
Bowling Green, Kentucky 42102

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that July 2011 and August 2011 peak hours (kWh) are 40,999 and 48,145 respectively.

Notwithstanding the information provided by Company on page 2 of the attached VII Award Application, the parties acknowledge and agree that Peak Hours Energy Usage Estimate for the Base Year and Years 1 thru 5 are as follows: Base Year, 89,144; Year 1, 89,144; Year 2, 89,144; Year 3, 89,144; Year 4, 89,144; Year 5, 89,144.

Notwithstanding the information provided by Company on page 3 of the attached VII Award Application, the parties acknowledge and agree that Energy Efficiency Improvements for Years 1 thru 5 are as follows: Year 1, 0%; Year 2, 0%; Year 3, 0%; Year 4, 0%; Year 5, 0%.

Notwithstanding the information provided by Company on page 3 of the attached VII Award Application, the parties acknowledge and agree that Coincident Load Factor for Years 1 thru 5 are as follows: Year 1, 95.8%; Year 2, 95.8%; Year 3, 93.7%; Year 4, 95.8%; Year 5, 93.7%.

SECTION 14 - ENTIRE AGREEMENT


All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

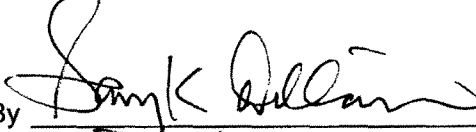
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.


SOUTHERN FOODS, INC.

By 
Title: DIRECTOR OF OPERATIONS

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: PRES./CEO

TENNESSEE VALLEY AUTHORITY

By 
Senior Vice President
Economic Development

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**THE SUN PRODUCTS CORPORATION,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY**

Date: April 19, 2012

VII Contract No. 5869

TV-59578A, Supp. No. 107

THIS AGREEMENT will confirm the understandings among THE SUN PRODUCTS CORPORATION (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement. The parties acknowledge and agree that Attachments 1 and 2 submitted with Company's VII Award Application have been replaced with updated versions herein.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on Company's seventh monthly power bill after (a) the date of Company's VII Award Application or (b) the Commercial Operation Date, whichever is later. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$54,224.59
2	\$54,117.93
3	\$54,011.27
4	\$53,904.61
5	\$53,797.94

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bill(s) to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,
- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of the Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any

amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law, (a) TVA and Distributor will not disclose confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent and (b) Company shall not disclose those documents or their contents except to TVA or Distributor and its auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company upon conclusion of the auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

Saeid Saifizadeh
Corporate Purchasing Director
The Sun Products Corporation
385 Southwood Court
Bowling Green, Kentucky 42101

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Plant's location is 385 Southwood Court, Bowling Green, Kentucky 42101.

SECTION 14 - ENTIRE AGREEMENT


All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

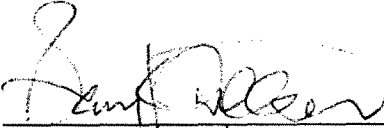
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.


THE SUN PRODUCTS CORPORATION

By 
Title: V.P.

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: Pres/CEO

TENNESSEE VALLEY AUTHORITY

By 
Title: Senior Manager
Power Contracts

COMPLIANCE AGREEMENT

Date: May 16, 2012

Contract No. TV-59578A, Supp. No. 108

THIS COMPLIANCE AGREEMENT is entered into by and between TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (hereinafter called "TVA Act"), and WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), a cooperative corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky;

WITNESSETH:

WHEREAS, TVA and Distributor have entered into a contract numbered TV-59578A and dated May 7, 1982, as amended (Power Contract), under which Distributor purchases its entire requirements for electric power and energy from TVA for resale; and

WHEREAS, in section 1 of the Power Contract entitled "Purpose of Contract," the following principles are among those recognized as being "of the essence" of the Power Contract:

- a. That Distributor's operation of its electric system and TVA's wholesale service to that system "are primarily for the benefit of the consumers of electricity," and
- b. That "electric system funds and accounts shall not be mingled with other funds or accounts" of Distributor; and

WHEREAS, among other things, section 1 of the Schedule of Terms and Conditions to the Power Contract entitled "Financial and Accounting Policy" requires (a) the Distributor's electric system to be operated as "a separate department in all respects" and (b) "a separate fund for the revenues from electric operations"; and

WHEREAS, said section expressly prohibits, among other things, "furnishing, advancing, lending, pledging, or otherwise diverting electric system funds, revenues, credit or property to other operations of" the Distributor; and

WHEREAS, TVA's Office of Inspector General 2010 audit of Distributor found that there have been certain interdivision loans of electric system funds by the Distributor's Electric Division to the Distributor's Propane Division; and

WHEREAS, TVA did not approve the loans, views the loans as inconsistent with the Power Contract, and has proposed this Compliance Agreement as a plan to provide for the repayment of the loans and to better protect ratepayers while the existing loans remain outstanding; and

WHEREAS, Distributor, without admitting any noncompliance with the requirements of the Power Contract and without admitting any liability for breach of the Power Contract arising from any such noncompliance, is willing to enter into the this Compliance Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the TVA Act, TVA and Distributor agree to further supplement and amend the Power Contract as follows:

1. The provisions below of this Compliance Agreement shall be deemed to have been effective from and after July 1, 2011, (Effective Date).

2. One of the two Loans, the CFC 9020 Loan, has a balance of approximately \$205,000.00 and an interest rate of 6.1% that was set on the Effective Date of the loan. The second loan, the CoBank t-4 Loan, has a balance of approximately \$439,000.00 and an interest rate of 4.45% that was set on the Effective Date of the loan.

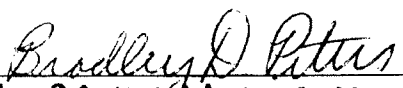
3. The Propane Division shall make principal and interest payments in annual installments on each loan on June 30 of each year (Annual Payment Date) as further provided below in this section. The Distributor shall cause its Propane Division to pay to its Electric Division interest accruing on each loan pursuant to section 2 above. Interest on the Loans shall be paid annually in arrears and shall be calculated on the basis of a 360 day year of twelve 30 day months, with any interest for a period of less than one year being calculated on a prorated basis. The principal amount of each loan shall be amortized over the term of each loan, and the amount of such principal amortization will be included in the annual installments until such time as the Loans are fully repaid; provided, however, that the Propane Division shall complete repaying the Electric Division the principal amounts, together with applicable interest, in a term ending no later than June 20, 2015

4. The Loans shall be callable by the Electric Division upon no more than 15 days' written notice if such funds are needed for use by the Electric Division.

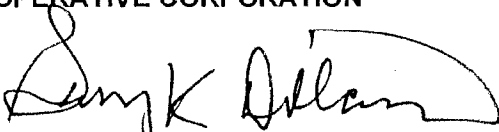
5. The Electric Division will furnish no other credit, guarantee, or other financial accommodation to or on behalf of the Propane Division.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have executed this Compliance Agreement as shown below.

TENNESSEE VALLEY AUTHORITY

By 
Title: Senior Manager
Power Contracts

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
President and CEO

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**TRACTOR SUPPLY COMPANY,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY**

Date: June 26, 2012

VII Contract No. 6022

TV-59578A, Supp. No. 109

THIS AGREEMENT will confirm the understandings among TRACTOR SUPPLY COMPANY (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement. The parties acknowledge and agree that Attachments 1 and 2 submitted with Company's VII Award Application have been replaced with updated versions herein.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on Company's seventh monthly power bill after (a) the date of Company's VII Award Application or (b) the Commercial Operation Date, whichever is later. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$67,412.55
2	\$67,412.55
3	\$67,412.55
4	\$67,412.55
5	\$67,412.55

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bill(s) to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,
- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of the Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any

amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law, (a) TVA and Distributor will not disclose confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent and (b) Company shall not disclose those documents or their contents except to TVA or Distributor and its auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company upon conclusion of the auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

James Masters, CEM
Energy Manager
Tractor Supply Company
200 Powell Place
Brentwood, Tennessee 37027

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

Notwithstanding the information provided by Company on page 2 of the VII Award Application, the parties acknowledge and agree that Company selected the "5-Yr Back-Loaded" payment schedule.

SECTION 14 - ENTIRE AGREEMENT


All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

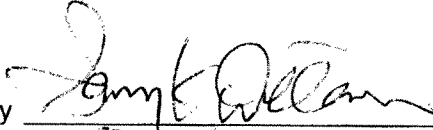
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

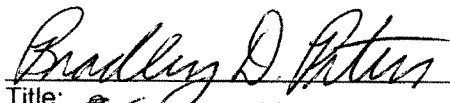
TRACTOR SUPPLY COMPANY

By 
Title: Ben Parrish
JM SUP & General Counsel

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: PRES/CEO
GARY K DILLARD

TENNESSEE VALLEY AUTHORITY

By 
Title: Sr. Senior Manager
Power Contracts

NEW DELIVERY POINT AGREEMENT
Between
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION
And
TENNESSEE VALLEY AUTHORITY

Date: May 9, 2012

TV-59578A, Supp. No. 110

THIS AGREEMENT, made and entered into between WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), a cooperative corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky; and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

WITNESSETH:

WHEREAS, Distributor purchases power from TVA for resale at specified delivery points under Power Contract TV-59578A, dated May 7, 1982, as amended (Power Contract); and

WHEREAS, Distributor is building the Meredith 138-kV Substation (New Substation) located near Meredith, Kentucky, with a target in-service date of May 30, 2012; and

WHEREAS, the parties wish to amend the Power Contract to add a new delivery point at the New Substation;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the TVA Act, the parties agree as follows:

SECTION 1 - CONSTRUCTION BY DISTRIBUTOR

Distributor shall at its expense:

- (a) provide the New Substation in accordance with plans satisfactory to (i) Louisville Gas & Electric Company/Kentucky Utilities Company (LG&E/KU) and (ii) TVA,
- (b) perform all work on its distribution system necessary to enable it to take power and energy at the New Substation on or as soon as practicable after the date the New Substation is completed,
- (c) install two 138-kV metering installations, provided by TVA, in the New Substation, as described in section 5 of this agreement,

(d) install relays, provided by TVA, in the New Substation as described in section 6 of this agreement, and

(e) install high voltage protection for the T1 circuits.

SECTION 2 - CONSTRUCTION BY TVA

TVA shall at its expense cause LG&E/KU to:

(a) provide and construct a loop line in LG&E/KU's Bonnierville-Ohio County 138-kV Transmission Line,

(b) provide and install a three-breaker, 138-kV switch yard, and

(c) connect the 138-kV switch yard to the New Substation.

SECTION 3 - AMENDMENT TO POWER CONTRACT

Effective as of the date on which the New Substation is first energized, section 3 of the Power Contract is amended by adding to the respective columns of the tabulation set out in that section the following:

<u>Delivery Point</u>	<u>Normal Wholesale Delivery Voltage</u>
138-kV side of the Meredith 138-kV Substation	138,000

TVA's obligation to deliver power and energy at this delivery point is subject to the arrangements developed between TVA and LG&E/KU for this delivery point under the agreements between TVA and LG&E/KU providing for network integration transmission service.

Notwithstanding anything appearing in the Power Contract, including the Schedule of Rates and Charges of the Power Contract, or in this agreement which might be construed to the contrary, the 138-kV delivery point specified in this section 3 shall be treated as a 161-kV delivery point for purposes of billing Distributor hereunder and under the Power Contract.

SECTION 4 - INCORPORATION OF TERMS AND CONDITIONS

The attached Terms and Conditions are made a part of this agreement. In the event of any conflict between the body of this agreement and the Terms and Conditions, the former shall control.

SECTION 5 - METERING

5.1 Metering Installation. TVA and Distributor will cooperate in providing at the New Substation two 138-kV metering installations in accordance with the Terms and Conditions. Constant polling shall be achieved through an Ethernet port for simultaneous communication with the meter. This port shall support Distributed Network Protocol. Distributor will supply TVA, at no charge, 120-volt power for TVA's meter cabinet.


5.2 Metering Outputs. TVA shall provide connection points from the metering transformer secondary circuits and 1.0-ampere fused potentials from one of the 138-kV metering installations for connection to Distributor's equipment. Distributor shall carry out this arrangement in a manner acceptable to TVA (as set out in TVA's Revenue Metering Guide for Customer-Owned Substations) and shall not adversely affect the safe and efficient operation of TVA's facilities. The metering outputs from the metering installation shall be made available in accordance with section 3 of the Terms and Conditions.

SECTION 6 - RELAY INSTALLATION

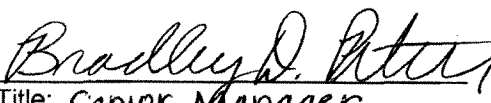
TVA and Distributor shall cooperate in providing at the New Substation an underfrequency load shed relay and lock out relay with accessory equipment (Relays). In accordance with plans and specifications satisfactory to TVA, Distributor shall at its expense install the Relays and thereafter remove or replace them at TVA's request. TVA shall at its expense furnish the Relays and any needed replacements for them and shall operate, maintain, and repair the Relays. Distributor shall reset the lockout relay only with permission from LG&E/KU's transmission dispatchers.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: PRESI./CEO

TENNESSEE VALLEY AUTHORITY

By 
Title: Senior Manager
Power Contracts

TERMS AND CONDITIONS
(New Delivery Point)

SECTION 1 - COORDINATION

1.1 Objectives of Coordination. The parties agree that it is necessary to coordinate their efforts under this agreement to ensure that the following objectives are met: (a) timely and efficient completion of construction and connection of the New Substation to the TVA system, (b) timely and efficient completion of the metering installation, (c) the safe, reliable, and efficient operation of TVA's facilities, (d) prevention of any undue hazards to TVA's facilities and operations, and (e) the safety of the parties' personnel. Each party will use reasonable diligence in carrying out its responsibilities under this agreement and will notify the other of any significant changes in schedule.

1.2 New Substation Plans and Specifications. Distributor shall consult with TVA in designing the New Substation and shall use plans and specifications that TVA concurs will ensure consistency with objectives (c) and (d) in subsection 1.1 above. Distributor will design, construct, operate, and maintain the New Substation in accordance with good, modern practices and procedures.

1.3 New Substation Protective Scheme. Distributor shall also consult with TVA in planning for the installation, operation, testing, calibration, and maintenance of the protective scheme for the New Substation. Such protective scheme shall include backup protection for the New Substation in the event of failure of primary interrupting devices. As a minimum, backup protection would normally involve secondary interrupting devices and equipment such as backup relays and backup circuit switchers. Distributor agrees not to install, operate, or maintain any protective devices without TVA's concurrence that objectives (c) and (d) in subsection 1.1 above will be fully met.

1.4 TVA Review. Any review by TVA of Distributor's plans provided for in this agreement should not be considered an endorsement that they are adequate for Distributor's purposes. TVA will not unreasonably withhold its concurrence following any such review.

1.5 Metering. TVA and Distributor will coordinate their work under section 2 below to the extent necessary and practicable.

SECTION 2 - METERING

2.1 TVA's Installation Work. TVA at its expense shall provide and install the revenue meter and related items necessary to determine the power and energy taken by Distributor at the New Substation. This metering installation will be at a mutually satisfactory location in the New Substation.

2.2 Distributor's Installation Work.

2.2.1 Current and Voltage Transformers. Distributor shall, at its expense and in accordance with plans and specifications furnished or approved by TVA, install the metering current and voltage transformers (furnished by TVA). This will be done on the source side of any station service transformers and voltage correction equipment.

2.2.2 Miscellaneous Facilities. Distributor shall install all other facilities required for the metering installation, including a prewired meter cabinet (provided by TVA) and the foundation (if necessary) for TVA's meter cabinet, the primary connections from the metering transformers to Distributor's facilities and the conduit (together with any required test boxes) and cable extending from the metering transformer secondaries to the meter cabinet. Distributor will furnish the supplies and materials needed under this subsection 2.2.2, except that TVA will furnish the cable and test boxes.

2.3 Remote Access to Metering Installation.

2.3.1 Installation of Circuit. For TVA's metering purposes, including power quality monitoring, Distributor shall provide and install (or have installed) a telephone circuit (Circuit) and, if needed, protective conduit extending from TVA's revenue meter to a location specified by TVA. If TVA furnishes a telephone switcher, Distributor shall install it at an agreed upon location. Distributor installation of the Circuit and telephone switcher shall be in accordance with guidelines and specifications furnished or approved by TVA. Distributor shall install and then operate and maintain the Circuit (and any such conduit) at its expense. TVA will connect the Circuit to the revenue meter.

2.3.2 Distributor Access to Meter Data. TVA agrees to allow Distributor (a) remote access to TVA's metering data through the Circuit and (b) access to the metering information available from the readout display of the revenue meter. Use of the Circuit and access to the readout display will be coordinated between TVA's and Distributor's operating representatives to ensure unrestricted telephone access by TVA for data retrieval purposes during such periods as specified by TVA.

2.3.3 Remote Access Equipment. It is recognized that Distributor will need equipment not provided by TVA in order to obtain metering data by remote telephone access. If requested, TVA will assist Distributor in selecting such equipment, but acquisition of the equipment shall be the sole responsibility of Distributor.

2.4 Control of Metering Installation. Except as specifically provided otherwise in this agreement (or as agreed otherwise by TVA), the metering installation shall be for TVA's exclusive use and control. It may be used by TVA separately or in conjunction with any other metering facilities of TVA. TVA will place its seals on the revenue meter and metering facilities in the metering installation, and Distributor shall assure that those seals are not broken except at TVA's request.

2.5 Maintenance of Metering Installation.

2.5.1 TVA's Responsibilities. TVA at its expense shall test, calibrate, operate, maintain, and replace the portion of the metering installation provided and installed by TVA.

2.5.2 Distributor's Responsibilities. As requested by TVA from time to time, Distributor at its expense shall perform necessary maintenance (including making of replacements) of the remaining portion of the metering installation. In doing this work Distributor shall furnish the necessary materials, except that TVA shall furnish for installation by Distributor any replacements required for the current and voltage transformers, metering cable, and test boxes.

SECTION 3 - METERING OUTPUTS

3.1 Access to Outputs. Distributor may desire access to metering outputs from the metering installation for such purposes as monitoring and load control, and TVA is willing to make such access available at no charge. Accordingly, Distributor may, at such time as it deems appropriate, provide and install at its expense such additional facilities as are necessary for obtaining access to metering outputs. This includes provision and installation of cable to be connected by TVA to a terminal block in TVA's meter cabinet. Distributor shall also furnish and install any protective facilities requested by TVA for the protection of TVA's metering installation.

3.2 Approval of Facilities. Distributor shall keep TVA informed as to Distributor's plans for installation of any such additional facilities to the extent necessary and practicable. Distributor shall neither install any facilities which are to be connected to the metering installation nor, once installed, change them without prior written notification from TVA that such installation or change is satisfactory to TVA insofar as required for the safe and efficient operation of the metering installation.

3.3 Noninterference With Metering. In exercising access to metering outputs, Distributor shall not interfere with any operation, use of, or access to the metering installation by TVA. In this regard Distributor agrees to immediately modify its facilities and operations, in any manner requested by TVA, to avoid any such interference.

3.4 No Warranty of Outputs. TVA makes no statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Distributor uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Distributor hereby waives, and releases the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Distributor's use of the metering outputs.

3.5 Termination of Arrangements. The arrangements set out under this section 3, may be terminated by TVA or Distributor at any time upon at least 120 days' written notice. As soon as practicable following the effective date of such termination, TVA will disconnect the cable from the metering installation.

SECTION 4 - ADJUSTMENT OF METERED AMOUNTS

If the metering installation at the New Substation is not at the point of delivery specified in the Power Contract, the metered amounts of power and energy shall be appropriately adjusted to reflect losses (and non-metered station service or equipment use, if any) between the point of delivery and the metering installation. Distributor shall from time to time furnish TVA with the loss data for Distributor's facilities needed to allow TVA to make such adjustments.

SECTION 5 - RIGHTS OF ACCESS

Distributor hereby grants to TVA such rights to use Distributor's property as are reasonably necessary or desirable to enable TVA to carry out its responsibilities under this agreement. These rights include installation, operation, maintenance, replacement, removal, and inspection of TVA's electrical facilities and equipment (including metering equipment) installed in connection with service to Distributor.

SECTION 6 - POWER REQUIREMENTS

Distributor shall at its expense provide the battery and station service power requirements for TVA's facilities and equipment (including metering equipment) installed at the New Substation.

SECTION 7 - TERM OF AGREEMENT

Except as otherwise provided, this agreement becomes effective as of the date of the agreement and continues in effect for the term of the Power Contract or any renewal, extension, or replacement of it.

SECTION 8 - RESTRICTION OF BENEFITS

No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that may arise from it unless the agreement be made with a corporation for its general benefit. Distributor shall not offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 5 C.F.R. part 2635 (as amended, supplemented, or replaced). Breach of this provision shall constitute a material breach of this agreement.

SECTION 9 - AMENDMENT

This agreement may be amended only by a writing signed by the parties.



Tennessee Valley Authority, Post Office Box 292409, Nashville, Tennessee 37229

June 4, 2013

Mr. Derek Clemons
General Manager
Modern Transmission Development Company
2555 Brandenburg Road
Leitchfield, Kentucky 42754

RE: VALLEY INVESTMENT INITIATIVE AWARD ADJUSTMENT – CONTRACT NO. 6047

Dear Mr. Clemons:

Thank you for participating in TVA's Valley Investment Initiative (VII) and recently providing Modern Transmission Development Company's Year One Annual Certification. Pursuant to Section 7 of the above-referenced contract, TVA has evaluated the information provided in the Year One Annual Certification and made necessary adjustments to the Maximum Annual Award amounts as set forth below. Modern Transmission Development Company's underperformance in the Average Monthly Demand (kW), Highest Annual Demand (kW), and Total Annual Energy (kWh) categories caused this adjustment.

	Original Maximum Annual Award Amounts	Adjusted Annual Award Amounts
Year 1	\$125,637.93	\$125,637.93
Year 2	\$125,637.93	\$66,631.59
Year 3	\$83,758.62	\$40,487.30
Year 4	\$83,758.62	\$40,487.30
Year 5	\$83,758.62	\$40,487.30

The award will continue to be adjusted each year pursuant to the contract. Revised projections and/or over-performance in future years may return Modern Transmission Development Company to the Original Maximum Annual Award Amounts for years remaining at that time.

TVA's Economic Development and your local power company, Warren Rural Electric Cooperative Corporation (WRECC), want to see Modern Transmission Development Company continue to succeed in the Tennessee Valley region. We have a variety of programs and products that may be beneficial to you. If you have any questions about our engineering services, research and company analysis products, or loan programs, please contact WRECC or your TVA regional consultant, Roxann Fry, at (270) 846-7013.

If you have any questions, please feel free to contact me by phone at (615) 232-6083 or by email at alraymond@tva.gov.

Sincerely,

Alan Raymond
Manager, Economic Investments

LCV : AFF

cc: Mr. Wayne Goodrum
Manager of Business Development
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

MTD Products, Inc.
Attn: Legal Department
Post Office Box 368022
Cleveland, Ohio 44136-9722

Roxann Fry, BGC 1A-BGK
Ernie Peterson, BGC 1A-BGK
Bess Rickman, OCP 6D-NST
Christy Valerio, OCP 6D-NST
EDMS, WT CA-K
Power Contract Portfolio, WT 3D-K

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**MODERN TRANSMISSION DEVELOPMENT COMPANY,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,**
And
TENNESSEE VALLEY AUTHORITY

Date: July 24, 2012

VII Contract No. 6047

TV-59578A, Supp. No. 111

THIS AGREEMENT will confirm the understandings among MODERN TRANSMISSION DEVELOPMENT COMPANY (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement. The parties acknowledge and agree that Attachments 1 and 2 submitted with Company's VII Award Application have been replaced with updated versions herein.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on September 20, 2012. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$125,637.93
2	\$125,637.93
3	\$83,758.62
4	\$83,758.62
5	\$83,758.62

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bill(s) to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, showing Company's VII Metrics for the previous year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that if the total kWh usage in the previous year is at least 80% of the total kWh usage for the Base Year, the monthly Total Metered Demand and kWh usage values from the Base Year will be used in the calculation. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any

amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law, (a) TVA and Distributor will not disclose confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent and (b) Company shall not disclose those documents or their contents except to TVA or Distributor and its auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company upon conclusion of the auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

Original to:
MTD Products Inc
ATTN: LEGAL DEPARTMENT
Post Office Box 368022
Cleveland, Ohio 44136-9722

Copy to Company:
Derek Clemons
General Manager
Modern Transmission Development Company
2555 Brandenburg Road
Leitchfield, Kentucky 42754

To Distributor:
 President and CEO
 Warren Rural Electric Cooperative Corporation
 Post Office Box 1118
 Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

13.1 Rate Classification. Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Plant has a General rate schedule classification.

13.2 VII Energy Projections. Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Plant's Year-by-Year VII Energy Projections are as follows:

	Average Monthly Demand (kW)	Highest Annual Demand (kW)	Total Annual Energy (kWh)	Annual Load Factor
Year 1	3,900	4,300	20,726,563	55.0%
Year 2	3,900	4,300	20,726,563	55.0%
Year 3	3,900	4,300	20,726,563	55.0%
Year 4	3,900	4,300	20,726,563	55.0%
Year 5	3,900	4,300	20,726,563	55.0%

13.3 VII Economic Projections. Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Plant's Year-by-Year VII Economic Projections are as follows:

	Annual Capital Investment	Average Full-Time Employees	Customer Average Wage (Annual)
Year 1	\$2,500,000	294	\$27,040
Year 2	\$0	294	\$27,040
Year 3	\$0	294	\$27,040
Year 4	\$0	294	\$27,040
Year 5	\$0	294	\$27,040

SECTION 14 - ENTIRE AGREEMENT

All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

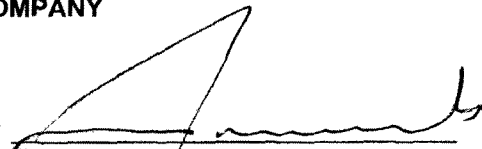
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

**MODERN TRANSMISSION DEVELOPMENT
COMPANY**

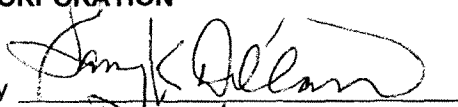
DM
2-10-12

By


Title: James M. Milinski, Senior
V.P. Finance & Treasurer

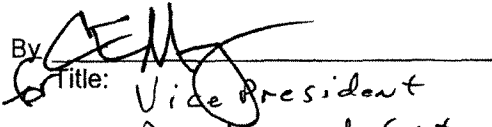
**WARREN RURAL ELECTRIC COOPERATIVE
CORPORATION**

By


Title: PRES/CEO
Frank Dillard

TENNESSEE VALLEY AUTHORITY

By


Title: Vice President
Pricing and Contracts



Tennessee Valley Authority, 400 West Summit Hill Drive, Knoxville, Tennessee 37902-1401

May 11, 2012

TV- 63163A, Supp. No. 65
TV- 59578A, Supp. No. 112

Mr. William L. Borders, General Manager
Franklin Electric Plant Board
Post Office Box 349
Franklin, Kentucky 42135-0349

Mr. Gary K. Dillard, President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

Dear Mr. Borders and Mr. Dillard:

This will confirm the arrangements developed among representatives of the Electric Plant Board of the City of Franklin, Kentucky (Board) and Warren Rural Electric Cooperative Corporation (Cooperative) with respect to replacement of existing arrangements under which Board allows Cooperative to use excess capacity at Board's Franklin 161-kV Substation (Substation) and under which Board may use Cooperative's 69-kV facilities in emergency situations. This letter also confirms arrangements between the Tennessee Valley Authority (TVA), Board and Cooperative to supplement and amend the wholesale power contracts between TVA and Board, and between TVA and Cooperative to reflect metering and billing arrangements related to the joint use of certain facilities by Board and Cooperative. These wholesale power contracts are collectively referred to as the "Power Contracts" and are specifically identified as follows:

- a) Power Contract TV-63163A and dated September 22, 1983 (Board's Power Contract), and
- b) Power Contract TV-59578A and dated May 7, 1982 (Cooperative's Power Contract).

It is understood and agreed that:

1. Facilities owned by Board and covered by this agreement include: Transformer No. 2, associated 161-kV conductors and switches, and associated protective relay systems, but excluding any 13-kV facilities internal to or attached to Transformer No. 2 (Joint Use Facilities). Board shall continue to own, operate, maintain, and be solely responsible for the Joint Use Facilities.
2. Board will permit Cooperative to take any amount of power supplied by TVA up to 50 MVA at 69-kV from Transformer No. 2 at any time during which Board has no need for the capacity of said transformer. If at any time Board has a need for the capacity of Transformer No. 2 for any reason, including, but not limited to the unavailability of other transformers at the Substation due to failure, planned outages, or testing, Cooperative shall, upon notice from Board, promptly transfer all or a portion of its load from Transformer No. 2 in accordance with said notice. Under no conditions shall

Board be obligated to limit power availability to any of its consumers in order to make capacity in Transformer No. 2 available to Cooperative.

- As compensation to Board for the reservation and use of the Joint Use Facilities, Cooperative shall pay Board a monthly rental charge in the amount of \$3,425.00. This amount is derived from the rental charge calculation that was used to determine the monthly rental charge in a previous agreement between Board and Cooperative dated March 24, 1994 (1994 Agreement), as adjusted to reflect subsequent improvements to Transformer No. 2 and an updated measure of the allocation of capacity, as outlined in Table A below.

Table A

Monthly Rental Rate 1.25%	OIC (x1000)	Capacity MVA	WRECC MVA	WRECC %	Monthly Rent	Txfmr Failure
161-kV Facilities	\$130	72.8	37.1	51%	\$829	\$829*
161-kV Neutral Reactor	\$35.8	72.8	37.1	51%	\$228	\$228*
Transformer #2	\$287	56	37.1	66%	\$2,368	\$100
Total					\$3,425	\$1,157

* subject to capacity requirements

In the event Board shall make any additions to and/or replacements of the Joint Use Facilities, the monthly payment shall be adjusted by adding an amount (AMT) calculated as follows:

$$AMT = 0.125 * K * (A - B) + .011 * K * (B + C - D - E), \text{ where:}$$

- AMT = amount added to monthly payment in dollars
- K = .365 for 161-kV facilities excluding Transformer No. 2
- K = .475 for Transformer No. 2 and all other facilities
- A = Installed cost of addition or replacement
- B = Installed cost of replaced facility
- C = Cost of removing the replaced facility
- D = Net salvage value of replaced material
- E = Depreciation reserve accrued to the replaced facility

Said payments and/or additional payments shall begin with the first month during which Cooperative shall have taken any power and energy from the Joint Use Facilities and/or addition or replacement and shall continue monthly until this agreement or any renewal thereof shall be terminated.

- Cooperative owns and shall be responsible for: (a) the 69-kV switching structure (including foundations, switches, circuit breaker installation 654, and all associated items), (b) the 69-kV overhead supply bus (including bus supports and associated facilities extending from the 69-kV switching structure to but excluding the 69-kV transformer bus, and (c) the conductors, insulators, and attachment facilities for the section across the Substation site approximately 0.1 miles to Structure 272. Items listed here are collectively known as the "69-kV System".

5. Board and Cooperative recognize that, in times of an emergency outage of the 161-kV system and/or facilities located within the Substation, it may be possible for Board to take limited amounts of power supplied by TVA by way of excess capacity on Cooperative's 69-kV System. Cooperative agrees to permit Board to use such excess capacity, as may (in Cooperative's opinion) be available, to Board under such emergency conditions. Board and Cooperative recognize that, while the firm capacity of Joint Use Facilities available to Cooperative is limited as described in paragraph 1 above, Cooperative can use any available excess capacity in the Joint Use Facilities as described in paragraph 1. Board and Cooperative agree that these mutual sharings of excess capacity (excluding firm capacity available to Cooperative hereunder) in each other's facilities shall be considered of equal value and that no charge shall be made by one party to the other for such use of said excess capacity by one party in the others facilities ad described in this paragraph. Information related to any use of Cooperative's facilities as provided for by this section shall be reported to TVA so that any necessary billing adjustments to reflect such usage can be made.
6. In the event of a failure of Transformer No. 2, Board shall have the right to terminate this agreement immediately, if it determines that repair or replacement of Transformer No. 2 cannot be economically justified. Under no condition shall Board be obligated to replace the Joint Use Facilities. If Board terminates this agreement in accordance with the terms of this paragraph, Cooperative may exercise an option to replace the failed equipment, bearing all costs of removal and replacement, and enter into a new contract based upon the monthly rental charge calculations included in Table A, which include a monthly charge of \$100 for use of the existing transformer pad. If, under these conditions, Board and Cooperative enter into a new contract, Cooperative would retain ownership of its replacement facilities.
7. Upon termination of this agreement, Board shall offer Cooperative first right of refusal to purchase Joint Use Facilities, as well as the option to continue operation on the site, as specified in paragraph 8.
8. TVA, Board and Cooperative agree that metering arrangements as originally provided for under a previous agreement among the parties numbered TV-59578A, Supp. No. 9 and TV-63163A, Supp. No. 6, dated October 9, 1986, are deemed satisfactory to the parties, to provide for the metering of all power taken by Cooperative at the Substation and any power taken by Board, in an emergency, from Cooperative's 69-kV System. However, neither Board nor Cooperative shall be responsible for metering arrangements required to measure power used by the opposite party. Cooperative's power takings at Substation will be simultaneously combined with its takings at the 161-kV delivery point at TVA's East Bowling Green Switching Station for all purposes under Cooperative's Power Contract.
9. Cooperative shall pay the cost of power loss associated with its use of the Joint Use Facilities each month. In the event Board has no load on Transformer No. 2 during the month, Cooperative shall pay all costs for all load and no load losses associated with Transformer No. 2 during the month. In the event Board does place any load on Transformer No. 2 during the month, Board shall pay a share of the cost of losses associated with Transformer No. 2 which shall be calculated by TVA. In the event calculations are not made by TVA, the parties shall calculate the losses, as shown in Attachment A, entitled Method of Computing Transformer Losses.

10. It is expressly recognized that from and after the Effective Date of this agreement, all agreements regarding the arrangements mentioned above; including a Memorandum of Understanding, dated July 19, 2010 and the 1994 Agreement are hereby terminated.
11. This agreement shall become effective as of the date accepted and agreed to by TVA below (Effective Date) and remains in effect for an initial term of 1 year after the Effective Date. Unless this contract is sooner terminated as provided above, the initial term shall automatically be extended from year to year for an additional 4 years after the Effective Date. This agreement may be terminated by any party at the end of any term upon at least 90 days written notice.
12. The parties recognize and agree that the arrangements provided for in the agreement related to joint use of each distributor's facilities have been agreed upon by Board and Cooperative. Although TVA drafted this agreement, TVA is not a party to those provisions of this agreement establishing the terms of Cooperative's use of excess capacity at Board's Substation and under which Board may use Cooperative's 69-kV system in emergency situations. TVA is only a party to this agreement for purposes related to metering and billing adjustments to reflect the joint use of facilities agreed upon by Board and Cooperative. Board and Cooperative represent that each has reviewed all terms of this agreement to determine their sufficiency for all purposes, and neither has relied upon TVA to do so.
13. Each of the Power Contracts, as supplemented by this agreement, is ratified and confirmed as the continuing obligation of the parties thereto.

Mr. William L. Borders and Mr. Gary K. Dillard
Page 5
May 11, 2012

If this letter correctly reflects our understanding on this matter, please have a duly authorized representative execute and date all three of the duplicate originals, and return them to TVA for further processing. Upon completion by TVA, a fully executed duplicate original will be returned to each of you for your files. This agreement shall become effective as of the date of TVA's execution.

Accepted and agreed to as of the
1 day of JUNE, 2012

TENNESSEE VALLEY AUTHORITY

By Bradley D. Pitzer
Title: SENIOR MANAGER
POWER CONTRACTS

Accepted and agreed to as of the
24 day of MAY, 2012

ELECTRIC PLANT BOARD OF THE
CITY OF FRANKLIN, KENTUCKY

By Bill Borders
Title: GEN. MGR.

Accepted and agreed to as of the
31 day of May, 2012

WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION

By Gary K. Dillard
Title: PRES / CEO

ATTACHMENT A

METHOD OF COMPUTING TRANSFORMER LOSSES

1. Obtain constants from manufacturer's test report.

kW_{cu} = Full load kW copper loss

kW_{fe} = kW core loss

$kvar_{cu}$ = Full load kvar copper loss

$kvar_{fe}$ = kvar core loss

FL = kVA load at time copper losses were determined by tests

2. Obtain variables from billing data.

kVA_1 = kVA at time demand losses are to be calculated

kVA_2 = kVA at time of maximum kW (60 minutes)

HR = Hours in period

LF = kWh/HR x maximum kW (60 minutes)

LC = $.84(LF)^2 + .16(LF)$

3. Compute demand losses.

$$kW \text{ loss} = \left[\left(\frac{kVA_1}{FL} \right)^2 \times kW_{cu} \right] + kW_{fe}$$

$$kvar \text{ loss} = \left[\left(\frac{kVA_1}{FL} \right)^2 \times kvar_{cu} \right] + kvar_{fe}$$

4. Compute energy loss.

$$kWh \text{ loss} = \left[\left(\frac{kVA_2}{FL} \right)^2 \times kW_{cu} \times LC \times HR \right] + kW_{fe} \times HR$$

AGREEMENT
Between
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION
And
TENNESSEE VALLEY AUTHORITY

Effective Date: October 1, 2012

TV-59578A, Supp. No. 113

THIS AGREEMENT, made and entered into between WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), a cooperative corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

W I T N E S S E T H:

WHEREAS, TVA and Distributor have entered into a contract dated May 7, 1982, as amended (Power Contract), under which Distributor purchases its entire requirements for electric power and energy from TVA for resale; and

WHEREAS, TVA and Distributor have entered into an agreement dated April 1, 2011, which placed into effect a wholesale rate schedule (Existing Wholesale Schedule) and resale rate schedules; and

WHEREAS, TVA has approved optional wholesale schedules designated as Wholesale Power Rate--Schedule WS-MTOU (Schedule WS-MTOU) and Wholesale Power Rate--Schedule WS-MDE (Schedule WS-MDE); and

WHEREAS, the parties wish to supplement and amend the Power Contract in the respects necessary to place into effect an optional wholesale schedule;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the TVA Act, the parties agree as follows:

SECTION 1 - TERM OF AGREEMENT

This agreement shall become effective as of the date first written above. Except as otherwise provided in 2.2 below, it shall continue in effect until the earlier of (a) the expiration or termination of the Power Contract or (b) implementation of the next Rate Change as provided in the Power Contract's Schedule of Terms and Conditions.

SECTION 2 - OPTIONAL WHOLESALE RATE SCHEDULE

2.1 Implementation of Optional Wholesale Rate. The parties hereby agree that (a) the Existing Wholesale Schedule shall remain in full force and effect for all bills rendered from wholesale meter readings scheduled to be taken before October 2, 2012, and (b) Schedule WS-MTOU (the "Optional Wholesale Schedule" attached as Exhibit A and made a part of this agreement) shall become effective in accordance with the provisions thereof for all bills rendered from wholesale meter readings scheduled to be taken on and after October 2, 2012. Commencing with the first application of the Optional Wholesale Schedule, all references in the Power Contract to the Existing Wholesale Schedule shall be deemed to refer to the Optional Wholesale Schedule.

Further, the parties agree that while the Adjustment Addendum to Schedule of Rates and Charges for Distributor dated October 1, 2011, is in effect, the adjustments applicable to Schedule WS-TOU shall apply to the Optional Wholesale Schedule. It is expressly recognized that the rates provided for in the Optional Wholesale Schedule shall be subject to the provisions of the Terms and Conditions of the Power Contract entitled "Adjustment and Change of Wholesale Rate and Resale Rates."

2.2 Termination of Optional Wholesale Rate.

(a) The Optional Wholesale Schedule may be terminated by TVA in October of any year upon at least 12 months' prior written notice. In such case, Schedule WS-TOU shall become effective in accordance with the provisions thereof for all bills rendered from wholesale meter readings scheduled to be taken on and after October 2 of the year specified in such termination notice. Thereafter, all references in the Power Contract to any wholesale schedule shall be deemed to refer to Schedule WS-TOU.

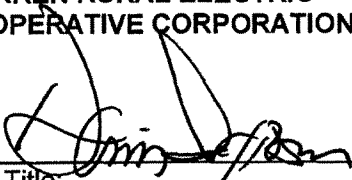
(b) The election of the Optional Wholesale Schedule may be terminated by Distributor in October of any year by providing TVA at least 45 days' written notice prior to October 1 of that year. Unless TVA and Distributor agree otherwise in writing, Schedule WS-TOU shall become effective for all bills rendered from wholesale meter readings scheduled to be taken on and after October 2 of said year.

SECTION 3 - POWER CONTRACT AFFIRMED

Except as expressly set out above, nothing in this agreement shall affect the other terms of the Power Contract.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By  _____
Title: *Chairman*

TENNESSEE VALLEY AUTHORITY

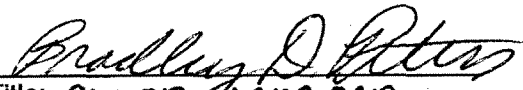
By  _____
Title: *Senior Manager
Power Contracts*

EXHIBIT A

with TVA furnished or approved guidelines or specifications, unrestricted remote access to the metering data at all times, as well as physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA. Further, for each Large Customer, Distributor shall furnish TVA with such contract information as TVA reasonably requests for purposes of performing monthly billing analysis for each such customer. In the event that TVA is not given such access to all such metering data, or is not provided such contract information, all power and energy taken hereunder shall be billed in accordance with the Alternate Billing Arrangement.

STANDARD SERVICE

Demand Charge:	Summer Period	\$8.83 per kW of Billing Demand per month
	Winter Period	\$8.04 per kW of Billing Demand per month
	Transition Period	\$8.04 per kW of Billing Demand per month
Non-Fuel Energy Charge:	Summer Period	3.301¢ per kWh per month (as adjusted by TOU Amount below)
	Winter Period	3.020¢ per kWh per month (as adjusted by TOU Amount below)
	Transition Period	2.908¢ per kWh per month

TOU Amounts to be added to Non-Fuel Energy Charge:

	Summer Period	
	Onpeak:	1.500¢ per kWh per month
	Offpeak:	-0.700¢ per kWh per month
	Winter Period	
	Onpeak:	0.800¢ per kWh per month
	Offpeak:	-0.200¢ per kWh per month

The above TOU Amounts shall not be subject to adjustment under Adjustment 1 below.

TOU SERVICE

General Power Service

Schedule GSB

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$14.00 per kW of metered onpeak demand per month \$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Winter Period	\$ 7.56 per kW of metered onpeak demand per month \$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Transition Period	\$ 2.71 per kW of metered offpeak demand per month
Non-Fuel Energy Charge:	
Summer Period	6.512¢ per kWh per month for all metered onpeak kWh 3.370¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 1.678¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

	0.243¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Winter Period	3.733¢ per kWh per month for all metered onpeak kWh 3.370¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 1.678¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 0.243¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Transition Period	3.370¢ per kWh per month for the first 425 hours use of maximum metered demand 1.678¢ per kWh per month for the next 195 hours use of maximum metered demand 0.243¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours

Schedule GSC

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$14.00 per kW of metered onpeak demand per month \$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Winter Period	\$ 7.56 per kW of metered onpeak demand per month \$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Transition Period	\$ 2.71 per kW of metered offpeak demand per month

Non-Fuel Energy Charge:

Summer Period	6.186¢ per kWh per month for all metered onpeak kWh 3.132¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 1.439¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 0.004¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Winter Period	3.475¢ per kWh per month for all metered onpeak kWh 3.132¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 1.439¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 0.004¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Transition Period	3.132¢ per kWh per month for the first 425 hours use of maximum metered demand 1.439¢ per kWh per month for the next 195 hours use of maximum metered demand 0.004¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours

Schedule GSD

Administrative Charge: \$350 per delivery point per month
Demand Charge:
Summer Period \$14.00 per kW of metered onpeak demand per month
\$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Winter Period \$ 7.56 per kW of metered onpeak demand per month
\$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Transition Period \$ 2.71 per kW of metered offpeak demand per month

Non-Fuel Energy Charge:

Summer Period 6.048¢ per kWh per month for all metered onpeak kWh
2.899¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
1.207¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
-0.230¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Winter Period 3.258¢ per kWh per month for all metered onpeak kWh
2.899¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
1.207¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
-0.230¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Transition Period 2.899¢ per kWh per month for the first 425 hours use of maximum metered demand
1.207¢ per kWh per month for the next 195 hours use of maximum metered demand
-0.230¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours

Schedule TDGSA

Administrative Charge: \$350 per delivery point per month
Demand Charge:
Summer Period \$14.00 per kW of metered onpeak demand per month
\$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Winter Period \$ 7.56 per kW of metered onpeak demand per month
\$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Transition Period \$ 2.71 per kW of metered offpeak demand per month

Non-Fuel Energy Charge:

Summer Period 6.512¢ per kWh per month for all metered onpeak kWh
3.370¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
1.678¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

	0.243¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Winter Period	3.733¢ per kWh per month for all metered onpeak kWh 3.370¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 1.678¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 0.243¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Transition Period	3.370¢ per kWh per month for the first 425 hours use of maximum metered demand 1.678¢ per kWh per month for the next 195 hours use of maximum metered demand 0.243¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours

Manufacturing Service

Schedule MSB

Administrative Charge: \$350 per delivery point per month

Demand Charge:

Summer Period	\$14.00 per kW of metered onpeak demand per month \$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Winter Period	\$ 7.56 per kW of metered onpeak demand per month \$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Transition Period	\$ 2.71 per kW of metered offpeak demand per month

Non-Fuel Energy Charge:

Summer Period	5.136¢ per kWh per month for all metered onpeak kWh 2.029¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 0.338¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy -1.098¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Winter Period	2.415¢ per kWh per month for all metered onpeak kWh 2.029¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 0.338¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy -1.098¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Transition Period	2.029¢ per kWh per month for the first 425 hours use of maximum metered demand 0.338¢ per kWh per month for the next 195 hours use of maximum metered demand -1.098¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours

Schedule MSC

Administrative Charge: \$350 per delivery point per month
Demand Charge:
Summer Period \$14.00 per kW of metered onpeak demand per month
\$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Winter Period \$ 7.56 per kW of metered onpeak demand per month
\$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Transition Period \$ 2.71 per kW of metered offpeak demand per month

Non-Fuel Energy Charge:

Summer Period 5.211¢ per kWh per month for all metered onpeak kWh
2.016¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
0.325¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
-1.110¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Winter Period 2.428¢ per kWh per month for all metered onpeak kWh
2.016¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
0.325¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
-1.110¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Transition Period 2.016¢ per kWh per month for the first 425 hours use of maximum metered demand
0.325¢ per kWh per month for the next 195 hours use of maximum metered demand
-1.110¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours

Schedule MSD

Administrative Charge: \$350 per delivery point per month
Demand Charge:
Summer Period \$14.00 per kW of metered onpeak demand per month
\$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Winter Period \$ 7.56 per kW of metered onpeak demand per month
\$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Transition Period \$ 2.71 per kW of metered offpeak demand per month

Non-Fuel Energy Charge:

Summer Period 5.060¢ per kWh per month for all metered onpeak kWh
1.868¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
0.176¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

	-1.259¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Winter Period	2.262¢ per kWh per month for all metered onpeak kWh 1.868¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 0.176¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy -1.259¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Transition Period	1.868¢ per kWh per month for the first 425 hours use of maximum metered demand 0.176¢ per kWh per month for the next 195 hours use of maximum metered demand -1.259¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours

Schedule TDMSA

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$14.00 per kW of metered onpeak demand per month \$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Winter Period	\$ 7.56 per kW of metered onpeak demand per month \$ 2.71 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand
Transition Period	\$ 2.71 per kW of metered offpeak demand per month

Non-Fuel Energy Charge:

Summer Period	5.136¢ per kWh per month for all metered onpeak kWh 2.029¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 0.338¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy -1.098¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Winter Period	2.415¢ per kWh per month for all metered onpeak kWh 2.029¢ per kWh per month for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy 0.338¢ per kWh per month for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy -1.098¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy
Transition Period	2.029¢ per kWh per month for the first 425 hours use of maximum metered demand 0.338¢ per kWh per month for the next 195 hours use of maximum metered demand -1.098¢ per kWh per month for the hours use of maximum metered demand in excess of 620 hours

SEASONAL DEMAND AND ENERGY SERVICE

General Power Service

Schedule SGSB

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$18.61 per kW of metered demand per month
Winter Period	\$12.90 per kW of metered demand per month
Transition Period	\$ 8.61 per kW of metered demand per month

Non-Fuel Energy Charge:

Summer Period	2.224¢ per kWh per month
Winter Period	1.853¢ per kWh per month
Transition Period	1.772¢ per kWh per month

Schedule SGSC

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$18.61 per kW of metered demand per month
Winter Period	\$12.90 per kW of metered demand per month
Transition Period	\$ 8.61 per kW of metered demand per month

Non-Fuel Energy Charge:

Summer Period	2.235¢ per kWh per month
Winter Period	1.857¢ per kWh per month
Transition Period	1.777¢ per kWh per month

Schedule SGSD

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$21.83 per kW of metered demand per month
Winter Period	\$16.11 per kW of metered demand per month
Transition Period	\$11.83 per kW of metered demand per month

Non-Fuel Energy Charge:

Summer Period	1.598¢ per kWh per month
Winter Period	1.268¢ per kWh per month
Transition Period	1.196¢ per kWh per month

Manufacturing Service

Schedule SMSB

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$15.99 per kW of metered demand per month
Winter Period	\$10.28 per kW of metered demand per month
Transition Period	\$ 5.99 per kW of metered demand per month

Non-Fuel Energy Charge:

Summer Period	1.532¢ per kWh per month
Winter Period	1.113¢ per kWh per month
Transition Period	1.016¢ per kWh per month

Schedule S MSC

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$15.99 per kW of metered demand per month
Winter Period	\$10.28 per kW of metered demand per month
Transition Period	\$ 5.99 per kW of metered demand per month
Non-Fuel Energy Charge:	
Summer Period	1.505¢ per kWh per month
Winter Period	1.112¢ per kWh per month
Transition Period	1.018¢ per kWh per month

Schedule S MSD

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$18.61 per kW of metered demand per month
Winter Period	\$12.90 per kW of metered demand per month
Transition Period	\$ 8.61 per kW of metered demand per month
Non-Fuel Energy Charge:	
Summer Period	0.862¢ per kWh per month
Winter Period	0.548¢ per kWh per month
Transition Period	0.472¢ per kWh per month

Adjustments

1. The base demand and energy charges in this rate schedule shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.
2. Distributor's bill for each month shall be adjusted by applying the net of the following calculations: (1) subtract 0.297¢ per kWh for the energy resold by Distributor in the previous month to customers entitled to service under residential rate schedules, (2) subtract \$1.60 per customer for each such customer, (3) add 0.279¢ per kWh for the energy resold by Distributor in the previous month to other customers whose contract demands do not exceed 5,000 kW, but excluding any customers served under schedules TDGSA and TDMSA, and (4) where Distributor is billed under the Alternate Billing Arrangement, add 45¢ per kW and 0.096¢ per kWh for the power and energy resold by Distributor in the previous month (i) to other customers whose contract demands exceed 5,000 kW and (ii) other customers served under schedules TDGSA and TDMSA. The dollar and cent amounts used in determining the adjustment applied under the preceding sentence (hereafter referred to as the "Hydro Allocation Adjustment") shall remain constant for 12 consecutive months from October 1 of each year.

Effective October 1 of each year, the dollar and cent amounts used in determining the Hydro Allocation Adjustment shall be recomputed to take account of changed sales and customer account data and applied accordingly. In performing such computations, the latest 12-month period ending June 30 shall be used for purposes of determining the amounts used in (1), (3), and (4) above and the number of customers entitled to be served under Distributor's residential rate schedules at the end of such 12-month period shall be used for purposes of determining the amount used in (2) above.

Each month Distributor shall report, in a form specified by TVA, the kWh amounts of energy used in determining components (1), (3), and (4) above and the number of customers used in determining component (2) above for purposes of computing the Hydro Allocation Adjustment for the upcoming month. To the extent

that such data is not so reported on a timely manner, the Hydro Allocation Adjustment shall be computed from estimates determined by TVA.

3. In any case in which a bill involving a metered demand less than the billing demand is applicable to a customer of Distributor with a contract demand in excess of 5,000 kW, Distributor's bill under this rate schedule shall be adjusted by adding thereto for each such customer an amount computed as provided below. When such a bill involves a customer served under a resale schedule that provides for a different onpeak and offpeak billing demand, the amount added shall be (except as provided in the last paragraph of this section) 50 percent of the amount by which (a) the amount computed by applying the appropriate base demand charges of this rate schedule, as adjusted, to the customer's onpeak billing demand and to its excess of offpeak billing demand over onpeak billing demand exceeds (b) the amount computed by applying the appropriate base demand charges of this rate schedule, as adjusted, to the customer's metered onpeak demand and to its excess of metered offpeak demand over metered onpeak demand. When such a bill involves a customer served under a resale schedule that does not provide for a different onpeak and offpeak billing demand, the amount shall be computed by multiplying (except as provided in the last paragraph of this section) 50 percent of the amount by which the customer's billing demand exceeds the metered demand times the appropriate base demand charge, as adjusted, of this rate schedule.

In any case in which a bill involving metered offpeak energy less than the billed offpeak energy is applicable to such a customer with a contract demand in excess of 5,000 kW, Distributor's bill under this rate schedule shall be adjusted by adding thereto for each such customer an amount which shall be (except as provided in the last paragraph of this section) 50 percent of the amount by which (a) the amount computed by applying the appropriate base offpeak energy charges of this rate schedule, as adjusted, to the customer's billed offpeak energy exceeds (b) the amount computed by applying the appropriate base offpeak energy charges of this rate schedule, as adjusted, to the customer's metered offpeak energy.

For purposes of applying these adjustments with respect to customers with contract demands in excess of 25,000 kW, all references to the term "50 percent" in the preceding paragraphs shall be replaced with the term "75 percent."

4. It is recognized that the TOU Service and Seasonal Demand and Energy Service demand and energy charges listed above contain debit and credit components designed, together with the components (1) – (4) of Adjustment No. 2 above, to reflect the value of the hydro generation benefits allocated by TVA to residential customers. The dollar and cent amounts listed above in Adjustment No. 2 and the base TOU Service and Seasonal Demand and Energy Service demand and energy charges listed above may be increased or decreased by TVA from time to time to appropriately reflect changes in the value of the hydro generation benefits allocated by TVA to residential customers.

In addition, said charges and components may be adjusted by TVA from time to time for the purpose of ensuring that (a) TVA does not pay out more in credits for sales to residential consumers than it receives in debits for sales to other consumers and (b) TVA does not receive more in debits for sales to other consumers than it pays out in credits for sales to residential consumers.

In the event of an adjustment under either paragraph of this Adjustment No. 4, TVA shall make corresponding adjustments in all of Distributor's resale schedules.

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery to Distributor at less than 161 kV, there shall be added to Distributor's bill a facilities rental charge. This charge shall be 36¢ per kW per month, except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. For each delivery point, such charge shall be applied to the highest average demand during any 60-consecutive-minute period (beginning on the clock hour) for

each month of the preceding 12-consecutive-month period of the load measured in kW (Delivery Point Demand). The facilities rental charge shall be in addition to all other charges under this rate schedule, including minimum bill charges, and such amounts in cents per kW may be increased or decreased by TVA, effective with the effective date of any Adjustment Addendum published by TVA, to reflect changes in the costs of providing for delivery at voltage levels below 161 kV.

Reactive Demand Charges

For each delivery point to Distributor, if the reactive demand (in kVAR) is lagging during the 60-consecutive-minute period of the month in which the Delivery Point Demand occurs, there shall be added to Distributor's bill for the following month a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of the Delivery Point Demand. If the reactive demand (in kVAR) at a delivery point is leading during the 60-consecutive-minute period (beginning on the clock hour) of the month in which Distributor's lowest measured demand (excluding any measured demands which are less than 25 percent of the Delivery Point Demand) occurs, there shall be added to Distributor's bill for the following month a reactive charge of \$1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges, and such amounts in cents per kVAR may be increased or decreased by TVA, effective with the effective date of any Adjustment Addendum published by TVA, to reflect changes in the costs of providing reactive power.

Determination of Seasonal Periods

Summer Period shall mean the months of June, July, August, and September. Winter Period shall mean the months of December, January, February, and March. The Transition Period shall mean the months of April, May, October, and November.

Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall for purposes of Standard Service be from 12 p.m. to 8 p.m. during the Summer Period and from 4 a.m. to 10 a.m. during the Winter Period. For the Summer Period and the Winter Period, all other hours of each day and all hours of such excepted days shall be offpeak hours. For the Transition Period, all hours shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

Determination of Standard Service Demand and Energy Billing Amounts

For every 60-consecutive-minute period (beginning on the clock hour) of the month, the average of the loads measured in kW for each customer served under the TOU Service and Seasonal Demand and Energy Service subsections above shall be subtracted from the average loads measured in kW at all delivery points. The highest difference computed in accordance with the previous sentence will be the Billing Demand for Standard Service provided for any month.

The Standard Service onpeak energy for any month of a Winter Period or Summer Period shall be the kWh amount equal to the total energy measured in kWh at all delivery points during the Standard Service onpeak hours less the sum of the energy amounts used under said TOU Service and Seasonal Demand and Energy Service subsections in said Standard Service onpeak hours of that month. The Standard Service offpeak energy for any month of a Winter Period or Summer Period shall be the kWh amount equal to the total energy measured in kWh at all delivery points during the Standard Service offpeak hours less the sum of

the energy amounts used under said TOU Service and Seasonal Demand and Energy Service subsections in said Standard Service offpeak hours of that month.

The Standard Service Energy for any month of a Transition Period shall be the kWh amount equal to the total energy measured in kWh at all delivery points less the sum of the energy amounts used in calculating charges for that month under said TOU Service and Seasonal Demand and Energy Service subsections.

Minimum Bill

The monthly bill under this rate schedule, exclusive of any applicable facilities rental charges and any reactive charges, shall not be less than the higher of (a) the base delivery point charge or (b) 35 percent of the highest bill to Distributor, exclusive of any applicable facilities rental charge and any reactive charges, rendered under this rate schedule in the preceding 36-consecutive-month period.

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**FRANKLIN PRECISION INDUSTRY, INC.,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY**

Date: JULY 24, 2012

VII Contract No. 6230

TV-59578A, Supp. No. 114

THIS AGREEMENT will confirm the understandings among FRANKLIN PRECISION INDUSTRY, INC. (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement. The parties acknowledge and agree that Attachments 1 and 2 submitted with Company's VII Award Application have been replaced with updated version herein

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on October 23, 2012. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$211,698.78
2	\$211,698.78
3	\$141,132.52
4	\$141,132.52
5	\$141,132.52

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bills to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company (a) gives notice to terminate the power supply contract under which power is supplied to Company's Qualifying Plant or (b) materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

It is expressly recognized that (a) should Company provide notice to terminate its power supply contract which would become effective prior to the completion of the Award Period, Company shall cease to qualify for VII pursuant to A.2.2 of the VII Award Application and (b) Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII. It is further recognized that Company shall not be required to repay any award amounts to TVA under 7.3 below solely as a result of such termination notice, so long as Company did not receive Bill Credits during any period when it did not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided

for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law,

(a) TVA and Distributor will not disclose, except to each other, confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent, and

(b) Company shall not disclose those documents or their contents except to the following:

(i) TVA or Distributor;

(ii) Company's auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company upon conclusion of the auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants;

(iii) Company's affiliates, provided that (1) the disclosure is not to a competitor of TVA or Distributor, and (2) Company shall inform its affiliates of the confidential nature of the information and shall be responsible for any breaches of this provision by its affiliates in the same manner and to the same extent as if the breach had been made by Company. As used in the preceding sentence, "affiliates" shall mean, with respect to any entity, any other entity (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 entity. For this purpose, "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.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

Eric Eskridge
General Manager
Franklin Precision Industry, Inc.
3220 Bowling Green Road
Franklin, Kentucky 42134

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Plant has a General rate schedule classification.

Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Plant's Capital Investment for the Base Year is "N/A".

Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Plant's Customer Average Wage (Annual) projections are as follows: Year 1: \$27,040; Year 2: \$27,040; Year 3: \$29,120; Year 4: \$29,120; Year 5: \$29,120.

SECTION 14 - ENTIRE AGREEMENT


All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

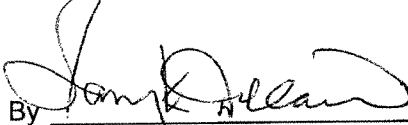
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

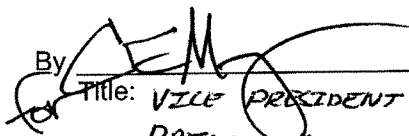
FRANKLIN PRECISION INDUSTRY, INC.

By 
Title: General Manager
Administration

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: PRES/CEO
GARY K DILLARD

TENNESSEE VALLEY AUTHORITY

By 
Title: VICE PRESIDENT
PRICING AND CONTRACTS

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**NEW YORK BLOWER COMPANY,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,**
And
TENNESSEE VALLEY AUTHORITY

Date:

8/15/12

8/9/12

VII Contract No. 6237

TV-59578A, Supp. No. 115

THIS AGREEMENT will confirm the understandings among NEW YORK BLOWER COMPANY (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement. The parties acknowledge and agree that Attachments 1 and 2 submitted with Company's VII Award Application have been replaced with updated versions herein.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on Company's seventh monthly power bill after (a) the date of Company's VII Award Application or (b) the Commercial Operation Date, whichever is later. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$14,933.80
2	\$14,933.80
3	\$9,955.87
4	\$9,955.87
5	\$9,955.87

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bills to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,
- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company (a) gives notice to terminate the power supply contract under which power is supplied to Company's Qualifying Plant or (b) materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

It is expressly recognized that (a) should Company provide notice to terminate its power supply contract which would become effective prior to the completion of the Award Period, Company shall cease to qualify for VII pursuant to A.2.2 of the VII Award Application and (b) Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII. It is further recognized that Company shall not be required to repay any award amounts to TVA under 7.3 below solely as a result of such termination notice, so long as Company did not receive Bill Credits during any period when it did not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided

for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law,

(a) TVA and Distributor will not disclose, except to each other, confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent, and

(b) Company shall not disclose those documents or their contents except to the following:

(i) TVA or Distributor;

(ii) Company's auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company upon conclusion of the auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants;

(iii) Company's affiliates, provided that (1) the disclosure is not to a competitor of TVA or Distributor, and (2) Company shall inform its affiliates of the confidential nature of the information and shall be responsible for any breaches of this provision by its affiliates in the same manner and to the same extent as if the breach had been made by Company. As used in the preceding sentence, "affiliates" shall mean, with respect to any entity, any other entity (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 entity. For this purpose, "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.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Jared E. Mitchem
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

Matt Denzine
Manager of Manufacturing Engineering
New York Blower Company
201 Judge K. Goff Drive
Leitchfield, Kentucky 42754

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

Notwithstanding the Smart Energy Commitment instructions on Page 2 of the attached VII Award Application, the parties acknowledge and agree that Company's VII award does not require Company to satisfy the necessary requirements to participate in the programs and/or products indicated.

Notwithstanding Definition A.1.16(f) in attached VII Award Application, the parties acknowledge and agree that VII Metrics do not include evidence of participation in Smart Energy Commitment programs.

SECTION 14 - ENTIRE AGREEMENT

All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

NEW YORK BLOWER COMPANY

By Matt Dergano 2/9/12
Title: MGR. MFD. ENGR. / NYB

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By Samuel Williams
Title: PRESIDENT CEO

TENNESSEE VALLEY AUTHORITY

By JM
Title: SR. MANAGER
POWER CONTRACTS

GREEN POWER PROVIDERS AGREEMENT
Between
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION
And
TENNESSEE VALLEY AUTHORITY

Date: October 1, 2012

Contract No. TV-59578A, Supp. No. 116
Purchase Order No. 422733

THIS AGREEMENT (Distributor Agreement), made and entered into by and between WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), a cooperative corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky; and the TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

W I T N E S S E T H:

WHEREAS, TVA and Distributor have entered into a power contract dated May 7, 1982, as amended (Power Contract), under which Distributor purchases its entire requirements for electric power and energy from TVA for resale; and

WHEREAS, the TVA Act provides that among TVA's objectives shall be those of promoting the wider and better use of electric power and cooperating in the application of electric power to the fuller and better balanced development of the resources of the region; and

WHEREAS, TVA and Distributor wish to cooperate in a program entitled Green Power Providers (Program) under which TVA acquires electric energy from qualifying renewable generation systems installed and/or owned by Distributor or customers served by Distributor; and

WHEREAS, TVA and Distributor desire to agree upon the respective rights and obligations of the parties with respect to the development, implementation, and administration of the Program;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the provisions of the TVA Act, the parties agree as follows and enter into this contract consisting of the Articles and contract attachments listed in Article I below:

ARTICLE I
CONTRACT CONTENTS

ARTICLE I **CONTRACT CONTENTS**

ARTICLE II **DEFINITIONS**

- 2.1 Applicant
- 2.2 Billing Meter
- 2.3 Business Days
- 2.4 Calendar Days
- 2.5 Demand-Metered
- 2.6 Distributor Billing Option
- 2.7 Distributor Meter Option
- 2.8 Generation Credit
- 2.9 Generation Meter
- 2.10 Guidelines
- 2.11 Interval Generation Meter
- 2.12 Non-Interval Generation Meter
- 2.13 Participant
- 2.14 Participation Agreement
- 2.15 Power Invoice
- 2.16 Premium Rate
- 2.17 Proprietary Information
- 2.18 Qualifying System
- 2.19 Site
- 2.20 TVA-Vendor Billing Option
- 2.21 TVA-Vendor Meter Option

ARTICLE III **PROGRAM OBJECTIVE AND REQUIREMENTS**

- 3.1 Program Objective
- 3.2 Distributor Responsibilities
- 3.3 TVA Responsibilities
- 3.4 Distributor Facility Participation in Program
- 3.5 New Construction Participation in Program

ARTICLE IV **CONTRACT TERM AND TERMINATION**

- 4.1 Term of Agreement
- 4.2 Termination of Agreement
- 4.3 Termination of Participation Agreements

ARTICLE V **METERING AND BILLING**

- 5.1 Metering Connection
- 5.2 Premium Rate and Incentive Distribution Options
- 5.3 Metering and Billing Adjustments by Distributor

5.4 TVA-Vendor Billing Option Administration

ARTICLE VI GENERATION METERING FACILITIES

- 6.1 Interval Generation Meter
- 6.2 Non-Interval Generation Meter
- 6.3 Generation Meter
- 6.4 Generation Data Delivery
- 6.5 Access by TVA

ARTICLE VII MISCELLANEOUS PROVISIONS

- 7.1 Environmental Attributes
- 7.2 Distributor Invoice to TVA for Reimbursements
- 7.3 Changes to Aggregate Nameplate Capacity
- 7.4 Operating Representatives
- 7.5 Proprietary Information

CONTRACT ATTACHMENTS AND OTHER PROGRAM DOCUMENTS:

- Attachment A (Metering Connection Options)
- Attachment B (Premium Rate & Incentive Distribution Options)
- Attachment C (Request to Amend Participation Agreement by Changing Participant and/or Qualifying System Owner)
- Attachment D (Request to Amend Participation Agreement to Modify Capacity of Qualifying System)
- Attachment E (Request for New Construction Participation in Program)
- Green Power Providers Participation Agreement
- Green Power Providers Distributor Facility Participation Agreement
- Distributor's Acceptance of Qualifying System Form
- Green Power Providers Program Participation Guidelines

ARTICLE II DEFINITIONS

For purpose of this Distributor Agreement (i) all terms used herein with initial capital letters that are not underlined are textually defined within this Distributor Agreement, and (ii) all underlined terms are defined in this Article II of this Distributor Agreement.

SECTION 2.1 - APPLICANT

"Applicant" shall mean any potentially eligible residential, commercial, or industrial end-use customer served by Distributor that elects to participate in the Program by (i) submitting an interconnection request to Distributor, and upon Distributor's approval, entering into an interconnection agreement with Distributor, and (ii) submitting a completed copy of the Participation Agreement for TVA's and Distributor's review and potential approval and execution.

SECTION 2.2 - BILLING METER

"Billing Meter" shall mean a retail billing meter located at the Site where the Participant's facility or dwelling is located. The Billing Meter must be fully operational and measure the billing demand and/or the energy being consumed at the Site.

SECTION 2.3 - BUSINESS DAYS

"Business Days" shall mean all days except Saturdays and Sundays and the weekdays that are observed by TVA as Federal holiday (Federal holidays currently include New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day).

SECTION 2.4 - CALENDAR DAYS

"Calendar Days" shall mean all days in a month, including weekends and holidays.

SECTION 2.5 - DEMAND-METERED

"Demand-Metered" shall mean having a monthly billing demand of greater than 50 kW or monthly energy usage greater than 15,000 kWh; provided, however, that Distributor may deem a Participant with a monthly billing demand of less than 50 kW or monthly energy usage less than 15,000 kWh as Demand-Metered.

SECTION 2.6 - DISTRIBUTOR BILLING OPTION

"Distributor Billing Option" means the option under which the Distributor shall administer and manage the payments due to Participant, if eligible, for the generation credits and any rebate incentive, in accordance with this Distributor Agreement, the Participation Agreement, and the Guidelines.

SECTION 2.7 - DISTRIBUTOR METER OPTION

“Distributor Meter Option” shall mean the Generation Meter and remote communication access option available to Distributor for Participants that have interval metering. Under this option, Distributor shall (a) purchase and install a Generation Meter and (b) make the arrangements necessary to allow TVA remote communication access to the metering data recorded by the Generation Meter. Said metering data may be used by TVA for verification and validation purposes of data reported to TVA via Electricity Sales Statistics (ESS) or other TVA-approved reporting system (collectively referred to herein as “Reporting System”). Subject to the limitations provided for in Section 3.3, TVA shall reimburse Distributor for the (i) cost of the Generation Meter, (ii) one-time cost of the remote communication installation, and (iii) monthly communication access cost.

SECTION 2.8 - GENERATION CREDIT

“Generation Credit” shall mean the accrued generation credits due to Participant. Generation Credit shall be calculated by applying the sum of the energy charge in the applicable retail rate schedule (residential (RS) or deemed to be GSA1 for all commercial and industrial customers) and the applicable Premium Rate to the kWh energy measured on the Generation Meter.

SECTION 2.9 - GENERATION METER

“Generation Meter” shall mean a meter additional to the Billing Meter at the Site that is installed by Distributor and designed to measure the alternating current (AC) energy output from the Qualifying System at the Site. Generation Meter shall mean either an Interval Generation Meter or a Non-Interval Generation Meter, or both.

SECTION 2.10 - GUIDELINES

“Guidelines” shall mean such currently effective “Green Power Providers Program Participation Guidelines,” as such Guidelines now exist or may hereafter be modified by TVA. A copy of the Guidelines as effective on the date of execution of this Distributor Agreement is provided with this Distributor Agreement for information only. The Guidelines are as posted by TVA on its official web site and shall be a part of this Distributor Agreement as if fully set out herein. In the event of any conflict between the provisions of the Guidelines and the provisions of this Distributor Agreement, the provisions of this Distributor Agreement shall control. TVA may modify and replace the Guidelines at any time and from time to time upon thirty (30) Calendar Days notice to Distributor. Said notice shall be deemed properly given if provided electronically either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

It is expressly recognized that any modifications and replacements of the Guidelines shall not apply to or otherwise affect any Participation Agreement that was in effect prior to the effective date of said modifications and replacements.

SECTION 2.11 - INTERVAL GENERATION METER

"Interval Generation Meter" shall be a solid-state type meter of high quality for billing purposes that records at least clock hour (hour interval) data and measures the energy output (kWh) from the Qualifying System at the Site; provided, however; it is recognized that fifteen (15) minute interval data is preferred. It is further expressly recognized that the Participant's applicable retail rate schedule may require a shorter interval.

SECTION 2.12 - NON-INTERVAL GENERATION METER

"Non-Interval Generation Meter" shall be a solid-state type meter of high quality for billing purposes that measures the energy output (kWh) from the Qualifying System at the Site but which does not meet the definition of Interval Generation Meter.

SECTION 2.13 - PARTICIPANT

"Participant" shall mean an Applicant that qualifies for and meets, at the time TVA executes the Participation Agreement, the then-current applicable participation requirements set forth in the Participation Agreement and the Guidelines. In order to retain its status as a Participant, each such Applicant shall install, complete, interconnect, and commission its Qualifying System, and obtain from Distributor an executed "Distributor Acceptance of Qualifying System Form" (System Acceptance Form), the form of which is provided with this Distributor Agreement, in accordance with the Participation Agreement and the Guidelines, within one hundred eighty (180) Calendar Days of TVA's execution of the Participation Agreement. The date Distributor approves and executes the System Acceptance Form shall be designated as the "Delivery Commencement Date" for purposes of this Distributor Agreement.

SECTION 2.14 - PARTICIPATION AGREEMENT

"Participation Agreement" shall mean, as appropriate for the context, either (a) the end-use customer participation agreement for the Program, the form of which is attached to this Distributor Agreement as "Green Power Providers Participation Agreement," or (b) the Distributor's participation agreement for the Program, the form of which is attached to this Distributor Agreement as "Green Power Providers Distributor Facility Participation Agreement." In the event of any conflict between the provisions of an executed Participation Agreement and the provisions of this Distributor Agreement, the provisions of this Distributor Agreement shall control with respect to TVA and Distributor. TVA may modify or replace the form of the Participation Agreement at any time and from time to time upon thirty (30) Calendar Days' written notice to Distributor; provided, however, that any such revision shall not affect any fully executed Participation Agreement that was in effect prior to the effective date of said revision. Said notice shall be deemed properly given if provided electronically either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

SECTION 2.15 - POWER INVOICE

“Power Invoice” shall mean the monthly wholesale power invoice to Distributor from TVA, based on TVA’s wholesale data and end-use data reported by Distributor to TVA, including Distributor customer end-use kWh consumption and generation.

SECTION 2.16 - PREMIUM RATE

“Premium Rate” shall mean the then-current applicable premium rate as stated in Guideline 8 of the Guidelines for the particular type of renewable generation.

SECTION 2.17 - PROPRIETARY INFORMATION

“Proprietary Information” shall mean the information specified below in Section 7.5 of this Distributor Agreement that Distributor has marked or otherwise clearly identified as confidential or proprietary such that it should not be disclosed by TVA.

SECTION 2.18 - QUALIFYING SYSTEM

“Qualifying System” means a qualifying renewable generation system type that meets, at the time TVA executes the Participation Agreement, the then-current applicable requirements of the Participation Agreement and the Guidelines.

SECTION 2.19 - SITE

“Site” shall mean Participant’s residential, commercial, or industrial real estate and associated personal property to which the Qualifying System is connected, the address of which is identified under the Participant’s power billing account. In addition, the Site must meet the following requirements:

- (a) The property must receive its retail electricity distribution service from Distributor at the location of the Qualifying System, and
- (b) The Qualifying System must be located on the same premises of Participant where the Participant’s own electrical load is located.

Furthermore, the Site shall meet the additional and then-current applicable requirements set forth in the Participation Agreement and the Guidelines.

SECTION 2.20 - TVA-VENDOR BILLING OPTION

“TVA-Vendor Billing Option” means TVA’s designated third-party vendor (Vendor) who shall administer and manage the payments due to Participant for the Premium Rate portion of the Generation Credits and any rebate incentive for which Participant may be eligible, in accordance with the Participation Agreement and the Guidelines.

SECTION 2.21 - TVA-VENDOR METER OPTION

"TVA-Vendor Meter Option" shall mean the Generation Meter and remote communication access option available for Participants with Qualifying Systems that require interval metering. Under this option, Distributor installs a Generation Meter it has selected from specifications submitted to a TVA-selected third-party vendor. The TVA-selected third-party vendor will be responsible for providing to TVA the metering data recorded in the Generation Meter that it obtains through remote communication access. Said metering data may be used by TVA for verification and validation purposes of data reported to TVA via the Reporting System. TVA shall directly pay the TVA-selected third-party vendor as provided for in Subsection 3.3.4 for the Generation Meter and the provision of the metering data recorded by the Generation Meter.

ARTICLE III
PROGRAM OBJECTIVE AND REQUIREMENTS

SECTION 3.1 - PROGRAM OBJECTIVE

The objective of the Program is for TVA to purchase electric energy from qualifying renewable generation systems to supply electric generation resources and support TVA's strategic goal for acquisition of clean energy. Under the Program, TVA shall not acquire more than the annual program limit, in MW as determined in the Guidelines, in total renewable nameplate capacity. The energy generated may be credited to TVA as a resource under TVA's Green Power Switch Program.

SECTION 3.2 - DISTRIBUTOR RESPONSIBILITIES

Under the Program, Distributor shall:

- 3.2.1 Conduct a review and verify the Applicant's eligibility for participation in the Program under the Guidelines; and
- 3.2.2 Review Applicant's interconnection application, and, if approved, enter into an interconnection agreement with Applicant; and
- 3.2.3 Upon entering into an interconnection agreement and confirming the Applicant's and its Qualifying System's eligibility for Program participation, enroll the Applicant in the Program in accordance with the Participation Agreement and the Guidelines; and
- 3.2.4 Once the Participation Agreement has been executed by Distributor and Applicant, or by Distributor alone if Applicant is Distributor, submit said Participation Agreement to TVA for its review and potential approval and execution; and
- 3.2.5 For a Qualifying System that utilizes interval metering, elect either the TVA-Vendor Meter Option or the Distributor Meter Option for that Participant with regard to the Generation Meter and remote communication access:
 - i. If the TVA-Vendor Meter Option is selected:
 1. Order a Generation Meter from the TVA-selected third-party vendor,
 2. Install the Generation Meter, and
 3. Cooperate with TVA and the TVA-selected third-party vendor to enable necessary generation data collection and delivery to TVA.
 - ii. If the Distributor Meter Option is selected:
 1. Purchase a Generation Meter,
 2. Install the Generation Meter,
 3. Arrange remote communication access to the metering data recorded by the Generation Meter,

4. Provide TVA with access to such data as provided for in Section 6.5 below,
5. Submit, after completion/execution of the System Acceptance Form, receipts and an invoice to TVA to be reimbursed for the actual cost of the installed Generation Meter,
6. If cellular service is not available, submit receipts and an invoice to TVA to be reimbursed for the costs associated with the installation of the remote communication access for the Generation Meter. It is expressly recognized that Distributor shall not be responsible for any amount of the cost of installation that exceeds the maximum reimbursement amount from TVA (\$500),
7. Submit receipts and an invoice to TVA for the first month's monthly communication access expenses, and
8. Approve subsequent monthly invoices provided by TVA for the remote communication expenses; and

3.2.6 For a Qualifying System that utilizes non-interval metering,

- i. Select, purchase, and install a Non-Interval Generation Meter, and
- ii. Submit receipts and an invoice to TVA to be reimbursed for the actual cost (up to the maximum cost of \$250.00 specified in Subsection 3.3.7) of the installed Non-Interval Generation Meter; and

3.2.7 (i) Select either the Supply-Side Tie-In Interconnection (Option 1 Metering Connection) or Load-Side Tie-In Interconnection (Option 2 Metering Connection) as described in Attachment A (Metering Connection Options), (ii) indicate on the applicable System Acceptance Form which of the two options it has selected, and (iii) install the Generation Meter and Billing Meter as outlined in the diagram; provided, however, the Billing Meter shall have bi-directional capability if Option 2 Metering Connection is elected; and

3.2.8 Submit to TVA both the completed System Acceptance Form and the completed Distributor Customer Meter Setup (DCMS) form, or any other TVA-approved meter set-up form; and

3.2.9 Once the Qualifying System is ready to generate, but prior to such Qualifying System commencing generation into Distributor's electric system, conduct a review at the Site to verify the compliance of the Qualifying System with (i) the standards of the Participation Agreement and the Guidelines, (ii) Distributor's interconnection requirements, and (iii) any inspection report from appropriate governmental authorities. By signing the System Acceptance Form, Distributor warrants to TVA that the Qualifying System meets the Distributor's interconnection requirements and the requirements of this Agreement only at the time of Distributor's signature of the System Acceptance Form; and

- 3.2.10 Complete and execute the System Acceptance Form prior to the deadline under the Participation Agreement (within one hundred eighty (180) Calendar Days of TVA's execution of the Participation Agreement). Distributor shall submit to TVA said System Acceptance Form within ten (10) Business Days of its execution, and no later than ten (10) Business Days after the deadline under the Participation Agreement. Upon the System Acceptance Form's approval by TVA's Operating Representative (identified in Subsection 7.4.3 below), the date on which Distributor executes the System Acceptance Form shall become the date upon which the Participant shall begin accruing Generation Credits. Furthermore, TVA shall not pay for any electric energy generated by the Qualifying System(s) prior to said date; and
- 3.2.11 If Distributor elects the Distributor Billing Option, provide a one-time \$1,000.00 rebate incentive to each Participant per Site and in accordance with the Participation Agreement; and
- 3.2.12 If Distributor elects the TVA-Vendor Billing Option, Vendor will provide the one-time \$1,000.00 incentive payment, referred to in Subsection 3.2.11 above, to each Participant per Site in accordance with the Participation Agreement; and
- 3.2.13 Collect and make available to TVA any data relative to the Program's participation; and
- 3.2.14 Credit each Participant for the energy generated by its Qualifying System in accordance with Article V below; and
- 3.2.15 For audit purposes, collect and make available to TVA, in a format specified by TVA, monthly data reports relative to the Program. This data shall include (a) information on each Participant at the time of enrollment in the Program, (b) the type of Participant (whether residential, commercial, or industrial), (c) the type and capacity of each Participant's Qualifying System, (d) a monthly report of the generation output from each individual type of Qualifying System at each Site, (e) the applicable retail rate to apply to the Participant's Generation Credits, and (f) the payments made by Distributor to each Participant, whether Distributor elects the Distributor Billing Option or TVA-Vendor Billing Option; and
- 3.2.16 For billing purposes, report to TVA monthly, via the Reporting System, all generation data related to each Qualifying System; provided, however, Distributor must commence reporting generation of new Qualifying Systems within three (3) months of the date of the System Acceptance Form. Neither Distributor nor Participants shall be entitled to reimbursement by TVA for any generation data reported to TVA outside the timeframes specified in this Subsection 3.2.16; and

- 3.2.17 Perform any other actions that may be reasonably required to comply with this Distributor Agreement, the Participation Agreement, or the Guidelines; and
- 3.2.18 Submit to TVA for review and potential approval and execution any partially executed "Request to Amend Participation Agreement by Changing Participant and/or Qualifying System Owner," the form of which is attached to this Distributor Agreement as Attachment C, with respect to any intended ownership transfer of a Site and/or Qualifying System by Participant, and/or the owner of Qualifying System (if different from Participant) in accordance with the Participation Agreement. TVA may modify or replace Attachment C at any time and from time to time upon thirty (30) Calendar Days' notice to Distributor. Said notice shall be deemed properly given if provided electronically either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

The Billing Meter, Generation Meter, and any other equipment installed by Distributor, or its representative, at the Site in connection with the Program shall remain the property of Distributor.

SECTION 3.3 - TVA RESPONSIBILITIES

Under the Program, TVA shall:

- 3.3.1 Make separate arrangements for either: (i) Vendor to administer and manage the payments and reimbursements to Participant in accordance with Section 5.4 below for the TVA-Vendor Billing Option, or (ii) Distributor to administer and manage the payments and reimbursements to Participant in accordance with Section 5.3 below for the Distributor Billing Option; and
- 3.3.2 Review all partially executed Participation Agreements to verify (i) Program participation eligibility and (ii) conformity to this Distributor Agreement and the Guidelines and, if approved, execute said Participation Agreements, but if not approved, return to Distributor identifying deficiencies; and
- 3.3.3 Following its approval of the System Acceptance Form, pay Distributor \$200.00 for the review of the required interconnection and safety equipment for each Qualifying System in accordance with the Participation Agreement, and pay Distributor \$200.00 for a maximum of one repeat review if the equipment does not meet the requirements at the initial review; and
- 3.3.4 Reimburse TVA-selected third-party vendor for Generation Meter and remote communication access if Distributor elects the TVA-Vendor Meter Option; and
- 3.3.5 With respect to Billing Meter, if Distributor elects Option 2 Metering Connection and the existing Billing Meter does not have bi-directional

programming capability, reimburse Distributor up to \$1,000.00 for the replacement of the existing Billing Meter with a bi-directional Billing Meter installed at the Site based upon actual costs and submitted invoices, as documented on submitted receipts; provided, however; that it is expressly recognized that any future needed upgrades from existing non-interval Billing Meters to interval Billing Meters shall not be reimbursed by TVA; and

3.3.6 With respect to the Generation Meter and remote communication access, if the Distributor Meter Option is elected:

- i. Reimburse Distributor up to \$1,000.00 for each Interval Generation Meter purchased and initially installed at the Site based upon actual costs and submitted invoices, as documented on submitted receipts. It is expressly recognized that the Distributor is responsible for any amount of the cost of each Interval Generation Meter that exceeds the amount reimbursed by TVA; provided, however, Distributor may elect to require each of its Participants to pay such additional cost, if any. Upon proof of failure of an Interval Generation Meter, and if a replacement Interval Generation Meter is needed at the Site, TVA shall reimburse Distributor \$1,000.00 for such replacement Interval Generation Meter. It is expressly recognized that TVA shall not provide any reimbursement for any future failure(s) of the Interval Generation Meter after the first replacement and reimbursement; and
- ii. Reimburse Distributor up to \$500.00 for the installation of the remote communication access to the Generation Meter based upon actual costs and submitted invoices as documented on submitted receipts. It is expressly recognized that the Distributor is responsible for any amount of the cost of installation that exceeds the amount reimbursed by TVA; provided, however, Distributor may elect to require each of its Participants to pay such additional cost, if any; and
- iii. If remote communication access to the Generation Meter is provided to TVA, reimburse Distributor for providing remote communication access up to \$50.00 per month based on the first month's actual costs and submitted invoices, as documented on submitted receipts. During subsequent months for the term of the Participation Agreement, TVA shall reimburse Distributor monthly for the remote communication access based on Distributor's approval of monthly invoices provided to TVA; and

3.3.7 With respect to the Generation Meter and remote communication access, if a Non-Interval Generation Meter is used, reimburse Distributor up to \$250.00 for each installed Non-Interval Generation Meter at the Site based upon actual costs and submitted invoices, as documented on submitted receipts. It is expressly recognized that the

Distributor is responsible for any amount of the cost of each Non-Interval Generation Meter that exceeds the amount reimbursed by TVA; provided, however, Distributor may elect to require each of its Participants to pay such additional cost, if any. Upon proof of failure of a Non-Interval Generation Meter, and if a replacement Non-Interval Generation Meter is needed at the Site, TVA shall reimburse Distributor \$250.00 for such replacement. It is expressly recognized that TVA will not provide any reimbursement for any future failure(s) of the Interval Generation Meter after the first replacement and reimbursement; and

- 3.3.8 If Distributor elects the Distributor Billing Option, reimburse Distributor the \$1,000.00 incentive for each Participant in the Program in accordance with Participation Agreement; and
- 3.3.9 Provide appropriate reimbursements to Distributor upon TVA's receipt of the complete and fully executed System Acceptance Form; and
- 3.3.10 If Distributor elects the TVA-Vendor Billing Option, cause Vendor to provide payments directly to Participant in accordance with Article V below.

SECTION 3.4 - DISTRIBUTOR FACILITY PARTICIPATION IN PROGRAM

In addition to offering the Program to its customers, Distributor is also eligible to participate and be a Participant in the Program, with the rights to receive those sums, reimbursements, or credits that are otherwise due to a Participant with a Qualifying System. Distributor shall be entitled to reimbursement by TVA of eligible expense as set forth in Section 3.3 above.

For the purposes of the Program, Distributor's facility shall qualify and meet, at the time of Distributor's election to participate in the Program, the then-current applicable participation requirements set forth in the Participation Agreement and the Guidelines. Furthermore, if Distributor's facility is to participate in the Program, the System Acceptance Form must be received and approved by TVA within one hundred eighty (180) Calendar Days of TVA's execution of said Participation Agreement. Payment for the Generation Credit due to Distributor shall be included in the monthly wholesale billing adjustment as described in Subsection 5.3.3 of this Distributor Agreement.

SECTION 3.5 - NEW CONSTRUCTION PARTICIPATION IN PROGRAM

As provided for under the Guidelines, proposed systems to be located on new construction at a Site may be accepted into the Program against the Program's annual capacity limit, provided that (i) Distributor agrees to offer the Program to its prospective eligible customers or "new construction" market, subject to the Program's terms and conditions, (ii) the new construction builder completes and submits for Distributor's and TVA's review and potential approval the Request for Program Participation Eligibility of New Construction form, which is attached to this Distributor Agreement as Attachment E, and (iii) both Distributor and TVA approve and execute it.

ARTICLE IV
CONTRACT TERM AND TERMINATION

SECTION 4.1 - TERM OF AGREEMENT

This Distributor Agreement shall become effective as of the date first above written, and shall remain in effect until terminated as provided by Section 4.2 below.

SECTION 4.2 - TERMINATION OF AGREEMENT

This Distributor Agreement shall terminate:

- (a) Upon at least thirty (30) Calendar Days' prior written notification of such termination given by one party to the other, or
- (b) Upon the date, if any, on which the Power Contract and any renewal, extension, or replacement of it terminates or expires.

Nothing contained in this Distributor Agreement shall be construed as relieving either TVA or Distributor of its obligations with regard to Participants enrolled in the Program prior to the effective date of such termination. Upon sending or receiving such a termination notice, as outlined in (a) above, Distributor shall make no further commitments; provided, however, that upon any terminations under (b) above, Distributor shall send a notice of termination of Participation Agreements to Participants who are party to any currently effective Participation Agreements with the Distributor.

Upon termination of this Distributor Agreement, Distributor shall not execute any Participation Agreements submitted by new Applicants for participation in the Program, and shall maintain records, including the Participation Agreements, their amendments, if any, and copies of System Acceptance Forms, for each Participant for at least six (6) years after the termination of Participant's participation in the Program.

SECTION 4.3 - TERMINATION OF PARTICIPATION AGREEMENTS

Early termination of individual Participation Agreements may be approved based upon terms mutually acceptable to TVA, Distributor, and Participant. In addition, Distributor shall notify TVA immediately of any terminations as outlined in the Participation Agreement.

ARTICLE V
METERING AND BILLING

SECTION 5.1 - METERING CONNECTION

For each Qualifying System, Distributor may utilize either the metering design of Option 1 Metering Connection or Option 2 Metering Connection. However, for billing reasons, it is strongly encouraged that Distributor utilizes Option 1 Metering Connection for a Participant who is a Demand-Metered customer.

Distributor shall indicate on the System Acceptance Form for each Qualifying System which of the two options it has elected, by completing and submitting to TVA said form. Distributor may at any time change its election by providing written notice to TVA's Operating Representative; provided, however, TVA shall not reimburse Distributor or Participant for any costs either incurs as a result of such change of election, other than the \$1000.00 referred to under Subsection 3.3.5 above.

SECTION 5.2 - PREMIUM RATE AND INCENTIVE DISTRIBUTION OPTIONS

For all Participants of Distributor under the Program, Distributor shall select either the Distributor Billing Option or the TVA-Vendor Billing Option for the Generation Credits and rebate incentives disbursement to all of its Participants. Distributor shall indicate which of the two options it has selected by submitting to TVA a completed copy of the form attached to this Distributor Agreement as Attachment B and entitled "Premium Rate & Incentive Distribution Options." If Distributor elects the Distributor Billing Option, TVA shall reimburse Distributor at the same per-unit cost as TVA uses for the TVA-Vendor Billing Option, and such reimbursement arrangement(s) shall be provided for under separate agreement or agreements between Distributor and TVA. Distributor may, at any time and upon ninety (90) Calendar Days notice to TVA, change its election by submitting a revised Attachment B to TVA.

SECTION 5.3 - METERING AND BILLING ADJUSTMENTS BY DISTRIBUTOR

If Distributor elects the Distributor Billing Option on Attachment B, the parties agree that this Section 5.3 shall be effective, and Section 5.4 below is of no force or effect. The parties agree to the following:

5.3.1 Retail Charge for Participants.

- i. Participants with Option 1 Metering Connection. Effective with the billing period when the Qualifying System commences generation into Distributor's electric system and for each billing period thereafter during the term of the Participation Agreement, Distributor shall include the following in its determination of each Participant's power bill: Distributor shall (a) apply all charges and credits for power and energy to the kWh energy measured on the single associated Billing Meter 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.

- ii. Participants with Option 2 Metering Connection. Effective with the billing period when the Qualifying System commences generation into Distributor's electric system and for each billing period thereafter during the term of the Participation Agreement, Distributor shall include the following in its determination of each Participant's power bill: Distributor shall (a) add the kWh energy (and demand for every consecutive thirty (30) minute period, if applicable) measured on the Generation Meter to the kWh energy (and demand for every consecutive thirty (30) minute period, if applicable) measured on the single associated Billing Meter at the Site, (b) apply all charges and credits for power and energy to such total and any other charges and credits determined in accordance with the applicable retail rate schedule, as appropriate, and (c) credit Participant with the Generation Credit.

5.3.2 Generation Credit and Billing Period. 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. If at the end of this cumulative period the value of Participant's Generation Credit exceeds the net sum of all charges and other credits for such cumulative period, Distributor shall issue payment to Participant for the balance due.

5.3.3 Wholesale Billing Adjustment. Distributor and TVA acknowledge and agree that all energy generated by Participants under this Distributor Agreement, as read from Participants' Generation Meters, is being sold by Participants to TVA under this Distributor Agreement for the purpose of TVA reselling such energy to Distributor as part of TVA's sale of power to Distributor under the Power Contract. Accordingly, in calculating the wholesale power bill each month for Distributor under the wholesale rate schedule attached to and made a part of the Power Contract, (a) Distributor's total demand and energy takings from TVA at the delivery points under the Power Contract shall be increased, on a simultaneous basis (or another statistical approach mutually agreed upon by Distributor and TVA), by Distributor's energy flow from all Qualifying Systems of all Participants under this Distributor Agreement as read from Participants' Generation Meters during the month, and (b) a credit shall be applied to Distributor's wholesale power bill equal to Distributor's monthly payment to Participants (or as close to equal as possible for Participants whose billing cycles do not coincide with the Distributor billing cycle), including the Premium Rate for the electric energy delivered to TVA from all Qualifying Systems interconnected with Distributor under this Distributor Agreement as read from Participants' Generation Meters during the month.

SECTION 5.4 - TVA-VENDOR BILLING OPTION ADMINISTRATION

If Distributor elects the TVA-Vendor Billing Option on Attachment B, the parties agree that this Section 5.4 shall be effective, and Section 5.3 above is of no force or effect. The data obtained from the Billing Meter and Generation Meter associated with the Qualifying System and reported to TVA via the Reporting System, shall be used by TVA in determining the Generation Credit, if any, that the TVA-selected third-party vendor and Distributor shall pay to Participant. The parties agree to the following:

5.4.1 Retail Rate Portion of Generation Credit.

- i. Participants with Option 1 Metering Connection. Effective with the billing period when the Qualifying System commences generation into Distributor's electric system and for each billing period thereafter during the term of the Participation Agreement, Distributor shall include the following in its determination of each Participant's power bill: Distributor shall (a) apply all charges and credits for power and energy to the kWh energy measured on the Billing Meter, and if applicable, the Generation Meter, 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 a dollar amount calculated by applying the energy charge in the applicable retail rate schedule (residential or deemed to be GSA1 for all commercial and industrial customers) to the kWh energy measured on the Generation Meter.
- ii. Participants with Option 2 Metering Connection. Effective with the billing period when the Qualifying System commences generation into Distributor's electric system and for each billing period thereafter during the term of the Participation Agreement, Distributor shall include the following in its determination of each Participant's power bill: Distributor shall (a) add the kWh energy (and demand for every consecutive thirty (30) minute period, if applicable) measured on the Generation Meter to the kWh energy (and demand for every consecutive thirty (30) minute period, if applicable) measured on the Billing Meter at the Site, (b) apply all charges and credits for power and energy to such total and any other charges and credits determined in accordance with the applicable retail rate schedule, as appropriate, and (c) credit Participant with a dollar amount calculated by applying the energy charge in the applicable retail rate schedule (residential or deemed to be GSA1 for all commercial or industrial customers) to the kWh energy measured on the Generation Meter.

- 5.4.2 Premium Rate Portion of Generation Credit. Based upon generation data of each Qualifying System submitted to TVA via Reporting System, Vendor shall deliver to Participant as soon as reasonably practical, but no later than ten (10) Business Days following the end of each calendar month, a statement showing energy delivered from the Qualifying System during the previous calendar month and a computation of the payment

due to Participant. Such payment shall be calculated by applying the applicable Premium Rate 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 may deliver said data to TVA may be extended as appropriate. Payments due, if any, by Vendor under this Subsection 5.4.2 are due within thirty (30) Calendar Days of the date of the statement.

- 5.4.3 Wholesale Billing Adjustment. Distributor and TVA acknowledge and agree that all energy generated by Participants under this Distributor Agreement, as read from Participants' Generation Meters and reported to TVA via the Reporting System, is being sold by Participants to TVA under this Distributor Agreement for the purpose of TVA reselling such energy to Distributor as part of TVA's sale of power to Distributor under the Power Contract. Accordingly, in calculating the wholesale power bill each month for Distributor under the wholesale rate schedule attached to and made a part of the Power Contract, (a) Distributor's total demand and energy takings from TVA at the delivery points under the Power Contract shall be increased, on a simultaneous basis (or another statistical approach mutually agreed upon by Distributor and TVA), by Distributor's energy flow from all Qualifying Systems of all Participants under this Distributor Agreement as read from Participants' Generation Meters during the month, and (b) a credit shall be applied to Distributor's wholesale power bill equal to Distributor's monthly payment to Participants (or as close to equal as possible for Participants whose billing cycles do not coincide with the Distributor billing cycle) for the electric energy delivered to TVA from all Qualifying Systems interconnected with Distributor under this Distributor Agreement as read from Participants' Generation Meters during the month.

ARTICLE VI
GENERATION METERING FACILITIES

SECTION 6.1 - INTERVAL GENERATION METER

An Interval Generation Meter shall be used if any of the following apply: (a) the Participant's Qualifying System has a nameplate generation capacity of greater than 10 kW, (b) the Participant's Qualifying System has a nameplate generation capacity of less than or equal 10 kW, but the Participant's Billing Meter is Demand-Metered, and Distributor has chosen Option 2 Metering Connection, (c) Distributor elects to install an Interval Generation Meter, or (d) modifications to the Qualifying System or Participant's Billing Meter result in the qualifications stated in clauses (a), (b), or (c) above being met for the Interval Generation Meter.

SECTION 6.2 - NON-INTERVAL GENERATION METER

A Non-Interval Generation Meter may be used when the Participant's Qualifying System has a nameplate generation capacity of less than or equal to 10 kW and either (a) the Participant's Billing Meter is not Demand-Metered, or (b) the Participant's Billing Meter is Demand-Metered and Distributor has chosen the Option 1 Metering Connection.

SECTION 6.3 - GENERATION METER

It is recognized and agreed that Distributor is responsible for installing and maintaining the meter and associated equipment that in TVA's judgment are needed for determining the amounts of power and energy associated with the Program. Distributor shall at its expense provide the equipment and materials and perform the work necessary to install the Generation Meter and be reimbursed by TVA as agreed in Section 3.3 above. If remote communication access to the Generation Meter is provided to TVA using the Distributor Meter Option, TVA shall reimburse Distributor for the cost of the remote communication access as provided for in Subsection 3.3.6(iii) above. If the TVA-Vendor Meter Option is elected, Distributor shall coordinate the metering responsibilities with TVA and the TVA-selected third-party vendor. Thereafter, Distributor shall test, calibrate, operate, maintain, repair, and replace all facilities in the metering installation, as requested by TVA.

SECTION 6.4 - GENERATION DATA DELIVERY

In accordance with the Guidelines or specifications furnished or approved by TVA, Distributor shall provide TVA with generation data as requested by TVA as set forth in Subsection 3.2.5 above.

SECTION 6.5 - ACCESS BY TVA

If Distributor has elected the TVA-Vendor Meter Option, Distributor shall cooperate with TVA and the TVA selected third-party vendor to enable necessary generation data collection and delivery to TVA. If TVA is reimbursing Distributor for remote communication access through the Distributor Meter Option, Distributor grants TVA access to the data stored in the Generation Meter through remote communication

access (or alternative system approved by TVA) and shall provide to TVA passwords or any other information necessary for the exercise of such access. Distributor further grants to TVA access to the metering facilities for the purpose of confirmation of the metering data being received by the remote communication access. The use of cellular communication (or alternative system approved by TVA) and access to the metering data shall be coordinated by TVA's and Distributor's Operating Representatives to ensure unrestricted access by TVA for data retrieval purposes during such periods as specified by TVA.

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.1 - ENVIRONMENTAL ATTRIBUTES

TVA shall retain 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 Systems, 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.

SECTION 7.2 - DISTRIBUTOR INVOICE TO TVA FOR REIMBURSEMENTS

For eligible reimbursable expenses, Distributor shall invoice TVA for the reimbursable expenses identified under Article V above; TVA shall pay within thirty (30) Calendar Days after receiving a proper invoice. A proper invoice must include the TVA Purchase Order number assigned to this Distributor Agreement and must be numbered (unique to each invoice), dated, itemized in detail (including identification of individual Sites to which charges relate), and accompanied by all reasonable supporting documentation specified by TVA.

SECTION 7.3 - CHANGES TO AGGREGATE NAMEPLATE CAPACITY

Any requests to change the nameplate capacity of a Qualifying System, after the effective date of the Participation Agreement, must be reviewed by Distributor and TVA. Participant and Distributor, or their authorized representatives, shall complete Attachment D (Request to Amend Participation Agreement to Modify Capacity of Qualifying System), and forward it to the TVA Operating Representative for review and consideration in accordance with the Participation Agreement and Guidelines. Said proposed change to nameplate capacity of the Qualifying System shall be approved only if Program capacity is available and all other Program requirements are being met as outlined in the Participation Agreement and the Guidelines. Upon approval, any approved changes to nameplate capacity of a Qualifying System must be implemented within one hundred eighty (180) Calendar Days of TVA's approval date as set out in Attachment D.

TVA may modify or replace the form of Attachment D at any time and from time to time upon thirty (30) Calendar Days' notice to Distributor. Said notice shall be deemed properly given if provided electronically either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

SECTION 7.4 - OPERATING REPRESENTATIVES

7.4.1 Subject to the provisions of this Distributor Agreement, the Power Contract, and any applicable law or regulation, and only to the extent consistent therewith, the Operating Representatives may agree upon such incidental administrative arrangements as are appropriate for the efficient and expeditious implementation of this Distributor Agreement.

7.4.2 Distributor's Operating Representative for administration of this Distributor Agreement shall be the manager of its electric system or a designee.

7.4.3 TVA's Operating Representative for administration of this Distributor Agreement shall be the Director of Renewable Energy Programs or a designee.

7.4.4 Either party may change its Operating Representative designated under this Section 7.4 by giving written notice to the other party.

SECTION 7.5 - PROPRIETARY INFORMATION

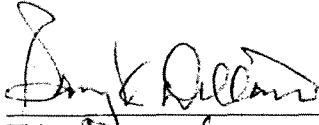
7.5.1 The Distributor's customer data shall be deemed to be Proprietary Information when provided to TVA for purposes of the Program.

7.5.2 Except as may be required by law, TVA agrees not to divulge Proprietary Information to third parties, other than to employees, contractors, and agents of TVA or other parties necessarily involved in conducting the Program, without the written consent of the Distributor.

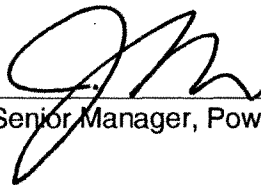
7.5.3 The obligations of this Section 7.5 with respect to Proprietary Information shall inure to the benefit of, and shall be binding upon, Distributor and TVA, and, as applicable, their respective subsidiaries, affiliates, successors, and assigns. In addition, the Distributor's and TVA's obligations with respect to Proprietary Information shall be binding upon any and all directors, officers, attorneys, agents, contractors, and employees of that party, and each party shall, respectively, secure the compliance by all of the foregoing with all of the terms and conditions of obligations with respect to Proprietary Information required to be observed or performed hereunder.

IN WITNESS WHEREOF, the parties have caused this Distributor Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: PRESIDENT & CEO
GARY K DILLARD

TENNESSEE VALLEY AUTHORITY

By 
Senior Manager, Power Contracts

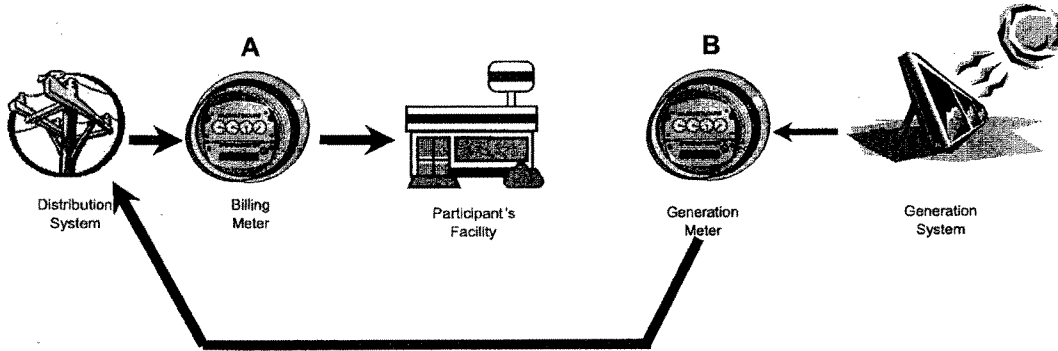
ATTACHMENT A

METERING CONNECTION OPTIONS

Option 1 Metering Connection (Supply-Side Tie-In Generation Meter).

Billing calculated as follows:

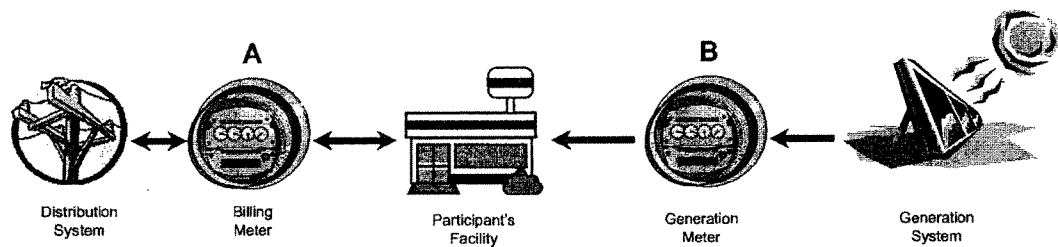
1. Use the kWh energy measured on the Billing Meter.
2. Apply all charges and credits for power and energy in accordance with the applicable retail rate schedule.
3. Credit Participant by adding the retail rate (residential or GSA1 for all commercial and industrial customers) and the Premium Rate (as determined by the Guidelines) and multiply the result by the kWh energy measured on the Generation Meter.



Option 2 Metering Connection (Load-Side Tie-In Generation Meter).

Billing calculated as follows:

1. Add the kWh energy and kW demand, if applicable, measured on the Generation Meter to the kWh energy and kW demand, if applicable, measured on the Billing Meter.
2. Apply all charges and credits for demand and energy to the sum from step 1 in accordance with the applicable retail rate schedule.
3. Credit Participant by adding the retail rate (residential or GSA1 for all commercial and industrial customers) and the Premium Rate (as determined by the Guidelines) and multiply the result by the kWh energy measured on the Generation Meter.



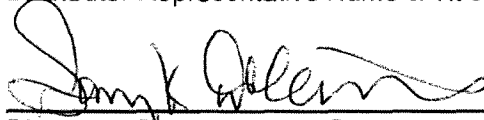
ATTACHMENT B

PREMIUM RATE & INCENTIVE DISTRIBUTION OPTIONS

I WARREN RECC (Distributor) elect the following option for all Generation Partners Pilot and Green Power Providers Program Generation Credits and incentives due to the Participant under the Green Power Providers Participation Agreement:

- Distributor Billing Option
- TVA-Vendor Billing Option

GARY K. DILLARD PRES/CEO
Distributor Representative Name & Title


Distributor Representative Signature

8-30-2012
Date

For TVA Use Only:

Supp.

ATTACHMENT C

REQUEST TO AMEND PARTICIPATION AGREEMENT BY CHANGING PARTICIPANT AND/OR QUALIFYING SYSTEM OWNER

SECTION 1: AGREEMENT INFORMATION

Green Power Providers Participation Agreement or Green Power Providers Distributor Facility Participation Agreement No.: [REDACTED]

Request to amend Participation Agreement by changing (Check all that apply):

- Participant (PLEASE COMPLETE SECTION 2)
 Qualifying System Owner (If different from Participant) (PLEASE COMPLETE SECTION 3)

SECTION 2: TO CHANGE PARTICIPANTS - TO BE COMPLETED BY BOTH CURRENT PARTICIPANT/TRANSFEROR AND NEW PARTICIPANT/TRANSFEEE*

Current Participant (PRINT NAME): /Transferor	[REDACTED]
	[REDACTED]
	*Current Participant/Transferor Signature
	[REDACTED]
	Date
New Participant (PRINT NAME): /Transferee	[REDACTED]
	[REDACTED]
	(BILLING SERVICE ACCOUNT #)
Notice Address of New Participant: /Transferee	[REDACTED]
	(NAME)
	[REDACTED]
	(STREET ADDRESS)
	[REDACTED]
	(CITY, STATE, ZIP)
	[REDACTED]
	*New Participant/Transferee Signature
	[REDACTED]
	Date

* THE INDIVIDUALS SIGNING ABOVE AUTHORIZE THEIR POWER DISTRIBUTOR (ELECTRIC COMPANY) AND TVA TO AMEND THE EXISTING PARTICIPATION AGREEMENT BY CHANGING THE CURRENT PARTICIPANT/TRANSFEROR TO THE NEW PARTICIPANT/TRANSFEEE. THE NEW PARTICIPANT/TRANSFEEE ACKNOWLEDGES BEING FULLY RESPONSIBLE FOR AND SHALL COMPLY WITH THE PARTICIPATION AGREEMENT FOR THE REMAINING TERM OF THE PARTICIPATION AGREEMENT. THIS AMENDMENT REQUEST MAY BE SUBJECT TO A REASONABLE FEE TO BE PAID BY THE NEW PARTICIPANT/TRANSFEEE TO THE POWER DISTRIBUTOR. ADDITIONALLY, THE INDIVIDUALS SIGNING ABOVE UNDERSTAND THAT, IN THE PLACE OF THE CURRENT PARTICIPANT/TRANSFEROR, THE NEW PARTICIPANT/TRANSFEEE SHALL BE RESPONSIBLE FOR AND SHALL COMPLY WITH THE POWER DISTRIBUTOR'S INTERCONNECTION AGREEMENT, WHICH MAY REQUIRE SUPPLYING PROOF OF INSURANCE COVERAGE. THE NEW PARTICIPANT/TRANSFEEE ACKNOWLEDGES THAT S/HE HAS BEEN GIVEN A COPY OF BOTH THE PARTICIPATION AGREEMENT AND THE INTERCONNECTION AGREEMENT.

SECTION 3: TO CHANGE QUALIFYING SYSTEM OWNER - TO BE COMPLETED BY 1) PARTICIPANT, 2) CURRENT QUALIFYING SYSTEM OWNER/TRANSFEROR, AND 3) NEW QUALIFYING SYSTEM OWNER/TRANSFEEE**

Participant (PRINT NAME): [REDACTED]

[REDACTED] [REDACTED]
**Participant Signature Date

Current Qualifying System Owner (PRINT NAME): [REDACTED]
/Transferor

[REDACTED] [REDACTED]
**Current Qualifying System Owner/Transferor Signature Date

New Qualifying System Owner (PRINT NAME): [REDACTED]
/Transferee

[REDACTED] [REDACTED]
**New Qualifying System Owner/Transferee Signature Date

**THE INDIVIDUALS SIGNING ABOVE AUTHORIZE THEIR POWER DISTRIBUTOR (ELECTRIC COMPANY) AND TVA TO AMEND THE PARTICIPATION AGREEMENT BY CHANGING THE QUALIFYING SYSTEM OWNER AS REQUESTED. THE NEW QUALIFYING SYSTEM OWNER/TRANSFEEE ACKNOWLEDGES BEING FULLY BOUND BY THE PARTICIPATION AGREEMENT, INCLUDING ALL SYSTEM OWNER RESPONSIBILITIES THEREUNDER. THIS CHANGE REQUEST MAY BE SUBJECT TO A REASONABLE FEE TO BE PAID BY PARTICIPANT TO THE POWER DISTRIBUTOR. FURTHER, THE NEW QUALIFYING SYSTEM OWNER/TRANSFEEE ACKNOWLEDGES BEING RESPONSIBLE FOR AND SHALL COMPLY WITH THE POWER DISTRIBUTOR'S INTERCONNECTION AGREEMENT, WHICH MAY REQUIRE SUPPLYING PROOF OF INSURANCE COVERAGE. THE NEW QUALIFYING SYSTEM OWNER/TRANSFEEE ACKNOWLEDGES THAT S/HE HAS BEEN GIVEN A COPY OF BOTH THE PARTICIPATION AGREEMENT AND THE INTERCONNECTION AGREEMENT.

SECTION 4: TO BE COMPLETED BY POWER DISTRIBUTOR***

Distributor's Acceptance of Qualifying System Form Submitted to TVA: Yes No

(Has the Distributor signed Distributor's Acceptance of Qualifying System form and turned it in to TVA?)

If Yes, Date of Distributor's Acceptance of Qualifying System Form submission:

[REDACTED]

[REDACTED]

Distributor Name

[REDACTED]

Distributor Representative Name & Title

[REDACTED]

Date

[REDACTED]

***Distributor Representative Signature

***BY SIGNING ABOVE IN SECTION 4, POWER DISTRIBUTOR AUTHORIZES AND AGREES TO AMEND THE PARTICIPATION AGREEMENT BY MAKING THESE REQUESTED CHANGES AS SET FORTH UNDER SECTION 2 AND/OR SECTION 3 ABOVE AND CONFIRMS THAT ALL FEES AND ASSOCIATED INTERCONNECTION DOCUMENTATION HAVE BEEN REVIEWED AND APPROVED BY POWER DISTRIBUTOR FOR ACCEPTANCE WITHIN THE PROGRAM.

SECTION 5: TO BE COMPLETED BY TVA

APPROVED

DENIED

COMMENTS/REASONS FOR DENIAL:

TENNESSEE VALLEY AUTHORITY

[REDACTED]

TVA Representative Name & Title

[REDACTED]

Date

[REDACTED]

TVA Representative Signature

For TVA Use Only:
_____, Supp.

ATTACHMENT D

**REQUEST TO AMEND PARTICIPATION AGREEMENT TO MODIFY
CAPACITY OF QUALIFYING SYSTEM**

Date of request: _____

Green Power Providers Participation Agreement or Green Power Providers Distributor
Facility Participation Agreement (Participation Agreement) No.: _____

Participant (PRINT NAME): _____

- A) Existing total nameplate capacity of qualifying system: _____ kW
- B) Requested increment or decrement in nameplate capacity of Qualifying System: _____ kW
- C) Total new requested nameplate capacity of Qualifying System: _____ kW (A ± B)

If the owner of Qualifying System is different from the Participant, then the Qualifying System
Owner must complete the following:

Qualifying System Owner (PRINT NAME): _____

Qualifying System Owner Signature & Date: _____

*Participant Signature

Date

*BY SIGNING ABOVE, PARTICIPANT FORMALLY REQUESTS PERMISSION TO MODIFY (INCREASE OR DECREASE) THE QUALIFYING SYSTEM NAMEPLATE CAPACITY REFERENCED ABOVE INCLUDING MAKING NECESSARY INTERCONNECTION MODIFICATIONS AND TO AMEND THE PARTICIPATION AGREEMENT AS NECESSARY TO ACCOMMODATE THE CHANGED CAPACITY. SAID PROPOSED INCREASE OR DECREASE, IF ACCEPTED BY THE POWER DISTRIBUTOR AND TVA, SHALL BE SUBJECT TO THE GREEN POWER PROVIDERS PROGRAM PARTICIPATION GUIDELINES AND EXISTING CONTRACTS AS AMENDED TO ACCOMMODATE THE CHANGED CAPACITY. PARTICIPANT ALSO UNDERSTANDS THAT ANY PROPOSED CAPACITY INCREASE MUST BE COMPLETED AND OPERATING WITHIN ONE HUNDRED EIGHTY (180) CALENDAR DAYS OF THE TVA ACCEPTANCE DATE BELOW OR ELSE THE PROPOSED ADDITIONAL SYSTEM CAPACITY SHALL BE INELIGIBLE TO PARTICIPATE IN THE PROGRAM. FURTHER, EFFECTIVE UPON DISTRIBUTOR'S AND TVA'S ACCEPTANCE OF THIS REQUEST, AS INDICATED BY THEIR SIGNATURES BELOW, THE ABOVE-REFERENCED PARTICIPATION AGREEMENT IS AMENDED SO THAT THE NEW PROPOSED NAMEPLATE CAPACITY OF THE QUALIFYING SYSTEM UNDER C) ABOVE REPLACES THE NAMEPLATE CAPACITY PROVIDED UNDER SECTION 15.1 OF THE PARTICIPATION AGREEMENT AND GENERATION CREDIT SHALL THEREAFTER BE BASED ON NEW NAMEPLATE CAPACITY IN ACCORDANCE WITH SAID PARTICIPATION AGREEMENT, AS AMENDED.

TO BE COMPLETED BY DISTRIBUTOR

[REDACTED]
Distributor Name

[REDACTED]
Distributor Representative Name & Title

**Distributor Representative Signature

[REDACTED]
Date

**BY SIGNING ABOVE, DISTRIBUTOR APPROVES THE PROPOSED MODIFICATION OF THE QUALIFYING SYSTEM NAMEPLATE CAPACITY (INCLUDING BUT NOT LIMITED TO MAKING INTERCONNECTION MODIFICATIONS) AND THE PROPOSED AMENDMENT TO THE PARTICIPATION AGREEMENT TO REFLECT THE MODIFIED CAPACITY UNDER THE PROGRAM IN ACCORDANCE WITH THE GREEN POWER PROVIDERS PROGRAM PARTICIPATION GUIDELINES AND EXISTING CONTRACTS AS AMENDED TO ACCOMMODATE THE CHANGED CAPACITY. DISTRIBUTOR ACKNOWLEDGES THAT IF APPROVED BY TVA, SUCH PROPOSED MODIFICATION MUST BE COMPLETED AND OPERATING WITHIN ONE HUNDRED EIGHTY (180) CALENDAR DAYS OF THE TVA ACCEPTANCE DATE BELOW OR ELSE THE PROPOSED ADDITIONAL SYSTEM CAPACITY SHALL BE INELIGIBLE TO PARTICIPATE IN THE PROGRAM. IN ADDITION, DISTRIBUTOR MUST SUBMIT A REVISED DISTRIBUTOR'S ACCEPTANCE OF QUALIFYING SYSTEM FORM (SYSTEM ACCEPTANCE FORM) UPON COMPLETION OF SAID MODIFICATION.

TO BE COMPLETED BY TVA

APPROVED

DENIED

COMMENTS/REASONS FOR DENIAL:

TENNESSEE VALLEY AUTHORITY

[REDACTED]
TVA Representative Name & Title

[REDACTED]
TVA Representative Signature

[REDACTED]
Date

For TVA Use Only:	

ATTACHMENT E

REQUEST FOR NEW CONSTRUCTION PARTICIPATION IN PROGRAM

Date of request: [REDACTED]

Prospective Customer: Residential Commercial/Industrial

Proposed location and address of Site: [REDACTED]

Projected annual electrical usage on the Billing Meter at the Site: [REDACTED] kWh

Commercial or Industrial Customer Projects Only: Projected Annual Electrical Demand on the Billing Meter at the Site: [REDACTED] kW

Qualifying System Generation Information:

- Projected total nameplate capacity of qualifying system: [REDACTED] kW
- Projected annual energy generation from qualifying system: [REDACTED] kWh

Builder or Entity Request Approval Information

[REDACTED]

* Builder (PRINT NAME AND TITLE)

[REDACTED]

Builder Signature

[REDACTED]

Date

*BY SIGNING ABOVE, BUILDER REQUESTS PERMISSION FOR ACCEPTANCE OF THE PROPOSED QUALIFYING SYSTEM INTO THE PROGRAM. IF APPROVED, THE PARTICIPANT MUST APPLY AND ENTER INTO A PARTICIPATION AGREEMENT WITHIN 180 CALENDAR DAYS OF THE TVA APPROVAL DATE BELOW. IF A PARTICIPATION AGREEMENT IS EXECUTED BY ALL PARTIES, THE QUALIFYING SYSTEM MUST BE FULLY OPERATIONAL AND INTERCONNECTED, AS EVIDENCED BY DISTRIBUTOR AND TVA SIGNING A SYSTEM ACCEPTANCE FORM, WITHIN 180 CALENDAR DAYS OF THE TVA EXECUTION DATE OF THE PARTICIPATION AGREEMENT. BUILDER 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 THE SEPARATE SYSTEM ACCEPTANCE FORM.

For Distributor Use Only:	

For TVA Use Only:	

GREEN POWER PROVIDERS PARTICIPATION AGREEMENT

THIS GREEN POWER PROVIDERS PARTICIPATION AGREEMENT (Participation Agreement), among _____, 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 desires 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 electricity generation at the building with a commercial or industrial billing meter at the Address of the Qualifying System.

- IV. Participant wishes to sell to TVA and TVA wishes 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

For purpose of this Participation Agreement (i) all terms used herein with initial capital letters are textually defined within this Participation Agreement, and (ii) all underlined terms used herein shall be deemed to mean those terms as defined in Guideline 2 of the Guidelines.

SECTION 2 - TERM AND TERMINATION

2.1 Effective Date, Delivery Commencement Date, and Term. This Participation Agreement shall 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) shall 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 shall automatically terminate.

Unless sooner terminated as provided in this Participation Agreement, this Participation Agreement shall 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;
 - 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, the total nameplate capacity of a Qualifying System(s) at the Site shall 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:

- (i) exceeds 10 kW, Distributor shall 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 shall 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.
- (ii) is 10 kW or less, no Site Power Usage Review shall 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 as such Guideline existed at the time this Participation Agreement was executed. If Participant intends to increase or decrease the nameplate capacity of its Qualifying System, Participant shall complete Attachment D (Request to Amend Participation Agreement to Modify Capacity of Qualifying System) and forward it, along with any requested supporting documents, to Distributor and TVA for review and potential approval and execution. In addition, any intended increase of the nameplate capacity of the Qualifying System, so that the total (existing and new) capacity amounts to more than 10 kW, must be in accordance with Subsection 3(i). Any unauthorized increase of the Qualifying System's total nameplate capacity may result in termination of this Participation Agreement.

SECTION 4 - PARTICIPATION ELIGIBILITY

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

- (a) If Participant is a residential customer, the Participant must have a residential building 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 shall not be electricity generation; and
- (b) Participant must submit the design of its proposed Qualifying System, along with an interconnection application, including the proposed equipment specifications, in advance of submitting a signed Participation Agreement, to Distributor for review; and
- (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 requirements of the type of Qualifying System 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;
 - vi. must be properly designed, constructed, and installed, and the installer and manufacturer shall provide evidence of the testing and compliance with the applicable requirements prior to Distributor signing the System Acceptance Form. All Qualifying Systems shall be maintained and tested on an ongoing basis in accordance with manufacturer's instructions and Distributor and TVA shall 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; and
- (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 with such switch 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 within the period of 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; and

- (g) The annual Program participation limit as established in Guideline 12 of the Guidelines must not have been reached at the time TVA is asked to review and execute this Participation Agreement. Once a Distributor and a Participant have signed a Participation Agreement and presented it to TVA for review and possible execution, TVA shall be under no obligation to execute said Participation Agreement once the MW limit for that year has been reached, notwithstanding any actions taken and expenses incurred to date by the Participant; and
- (h) No generation credits shall be due to Participant for any generation above the total nameplate Maximum Capacity.

SECTION 5 - BILLING AND PAYMENTS

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

5.1 Distributor Billing Option. Under this option, Distributor shall 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 generation into Distributor's electric system, and for each billing period thereafter during the term of this Participation Agreement, Distributor shall include the following in its determination of Participant's power bill: Distributor shall (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 shall 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. If at the end of this cumulative period the value of Participant's Generation Credits exceeds the net sum of all charges and other credits for such cumulative period, Distributor shall pay Participant for the balance due.

The Distributor's periodic power bill to Participant shall 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. Under this option, Distributor and Vendor shall administer any payments due to Participant.

- (a) Effective with the billing period when the Qualifying System commences generation into Distributor's electric system, and for each billing period thereafter during the term of this Participation Agreement, Distributor shall include the following in its determination of Participant's power bill: Distributor shall (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 shall 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 shall 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, TVA shall cause Vendor to deliver to Participant, as soon as reasonably practical, but no later than 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 shall 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 shall 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 shall provide a one-time \$1,000 incentive payment to Participant. Said one-time incentive payment shall be paid per Qualifying System per Site. Further, the one-time incentive payment shall be made after the Participant's completion and Distributor's and TVA's approval and execution of the System Acceptance Form and after the Qualifying System has successfully completed the commissioning requirements.

SECTION 6 - INTERCONNECTION

Participant shall 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.

Distributor shall not approve or execute any Participation Agreement(s) until Participant has paid all Program and/or interconnection application fees. Further, TVA shall 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 shall purchase, install, own, operate, and maintain the Generation Meter. Any repairs or replacements of the Generation Meter shall also be provided by Distributor, or its representative. Further, the metering arrangement configuration for measuring the energy output of the Qualifying System shall be determined by Distributor. If said configuration requires replacement of the Billing Meter by a bi-directional meter, Distributor, at no cost to Participant, shall purchase, install, own, operate, and maintain said bi-directional meter. Any future replacement of the Billing Meter or said bi-directional meter shall be provided by Distributor at Participant's expense.

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 shall 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 and Participant shall cooperate in removing the Generation Meter from the Site. Distributor, at its expense, shall remove the Generation Meter from the Site, and Participant shall cooperate with Distributor, or its representative, for the purpose of such removal.

SECTION 8 - TRANSFER AND ASSIGNMENT

- (a) No party shall 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 shall not to 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) intends to transfer ownership of the Site to a new owner (New Participant/Transferee), Participant/Transferor shall notify Distributor by completing Attachment C (Request to Amend Participation Agreement by Changing Participant and/or Qualifying System Owner). Once signed by the Participant/Transferor and the New Participant/Transferee, Attachment C shall 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 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.

- (c) If Participant is a tenant of the Site and its tenancy is terminated, Participant may assign this Participation Agreement to a new tenant (New Participant/Transferee) by notifying Distributor and completing Attachment C. Once signed by Participant/Transferor and the New Participant/Transferee, Attachment C shall 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 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.
- (d) 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 shall notify Distributor of said intent by completing Attachment C. Once Attachment C is executed by Participant, Qualifying System Owner/Transferor, and the New Qualifying System Owner/Transferee, Attachment C shall 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.
- (e) Upon Participant's death or incapacity, if Participant's estate executor, conservator, attorney in fact, or court ordered agent (herein collectively Agent) wishes to continue with the terms and conditions of this Participation Agreement and Guidelines, Agent shall complete Attachment C and forward it to Distributor and TVA for review and potential approval and execution; otherwise, the Participation Agreement shall be terminated in accordance with Subsection 2.2, and any eligible Applicant including the new owner of Site must reapply for Program participation in accordance with the then-current applicable Guidelines.
- (f) 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 shall execute, and cause as appropriate, the New Participant/Transferee or the New Qualifying System Owner/Transferee to execute Attachment C. Attachment C shall be forwarded to Distributor, along with supporting documentation and the assignment fee for Distributor's cost of processing said assignment, if any.
- (g) 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 shall be terminated upon thirty (30) Calendar Days' written notice to the Distributor, as outlined in Subsection 2.2(b) above.
- (h) 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. 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.

SECTION 9 - ENVIRONMENTAL CREDITS

TVA shall 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 have accrued or are arising or accruing now and in the future as a result of the generation of electricity from 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 shall 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 shall in turn transfer all such Environmental Credits to TVA.

For the term of this Participation Agreement, the Participant and Owner of Qualifying System cannot 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 constitute the claiming of a renewable energy credit (REC). Participant and Owner of Qualifying System understand that if claims of using renewable electricity or any of the environmental attributes within a REC, those claims would 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 Owner of Qualifying System 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 shall 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 and/or 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 shall survive termination of this Participation Agreement.

SECTION 11 - FORCE MAJEURE EVENT

- (a) A Force Majeure Event shall mean 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 avoid, and (iii) by the exercise of due diligence, such party shall 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 shall promptly in writing notify Distributor, or its authorized representatives, 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, and, if the initial notification is verbal, it shall be promptly followed up with a written notification. Participant shall keep Distributor informed in writing on a continuing basis of developments relating to the Force Majeure Event until the event ends. Participant shall 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 determined in TVA's sole discretion, cannot be reasonably mitigated. In the event of such suspension or modification, TVA shall determine, in its sole discretion, when the Force Majeure Event has ended.

SECTION 12 - ACCESS

Distributor and TVA shall 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

15.2 Contract Administration and Notices. Notices given under this Participation Agreement shall 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 2J
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. If Participant would like to assign this Participation Agreement to another person, Participant must complete Attachment C and submit it to Distributor and TVA for review, in accordance with Section 8 above.

SECTION 16 - QUALIFYING SYSTEM OWNERSHIP

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

I am the owner of the Qualifying System that is installed at the Address. I have had the Program explained to me, and I specifically agree to Sections 8(h) (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 of 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 its signature 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.

Participant hereby warrants and certifies that all information submitted in this Participation Agreement is accurate and the 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 be different than 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

Distributor's signature below 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 shall not allow the Qualifying System's power to flow onto its electric distribution or transmission system unless and until Distributor and TVA execute 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

17.3 TVA's Signature

APPROVED DENIED

COMMENTS/REASONS FOR DENIAL:

Accepted and agreed to the foregoing this ____ day of _____, 20__.

TENNESSEE VALLEY AUTHORITY

(TVA Representative Name & Title)

TVA Representative Signature

For Distributor Use Only:	

For TVA Use Only:	

**GREEN POWER PROVIDERS
DISTRIBUTOR FACILITY PARTICIPATION AGREEMENT**

THIS GREEN POWER PROVIDERS DISTRIBUTOR FACILITY PARTICIPATION AGREEMENT (Participation Agreement), between _____, its successors and assigns, hereinafter called "Distributor," and Tennessee Valley Authority, its successors and assigns, hereinafter called "TVA," bears the following recitals:

- I. Distributor and TVA are cooperating in a program entitled Green Power Providers (Program) under which TVA acquires electric energy from qualifying renewable generation systems constructed and installed at locations served by Distributor.
- II. Distributor intends to construct, own, operate, and maintain a generation facility (Qualifying System) that is an eligible system under this Participation Agreement and is described below, located at Distributor's facility (Account) 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, and that Distributor, for and on behalf of its own Account, is also eligible to participate in the Program in accordance with this Participation Agreement. Distributor agrees that Account's primary commercial or industrial purpose is not electricity generation at the Address of the Qualifying System.
- IV. Distributor wishes to sell to TVA and TVA wishes to purchase from Distributor's Account 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

For purpose of this Participation Agreement (i) all terms used herein with initial capital letters are textually defined within this Participation Agreement, and (ii) all underlined terms used herein shall be deemed to mean those terms as defined in Guideline 2 of the Guidelines.

SECTION 2 - TERM AND TERMINATION

2.1 Effective Date and Term. This Participation Agreement shall 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) shall 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 shall automatically terminate.

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

2.2 Termination. This Participation Agreement may be terminated by:

- (a) The mutual agreement of the parties in writing at any time; or
- (b) TVA at any time upon written notice to Distributor that it has determined that any of the following conditions have 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 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 the Account to provide credits for electric consumption at a location other than the Address herein;
 - vi. Distributor ceases to be a customer of TVA;
 - vii. Account ceases to be owned or operated by Distributor at Site, unless this Participation Agreement is assigned to a new owner of Site as provided for under Section 8 below;
 - viii. Distributor does not comply with or breaches the terms of this Participation Agreement;
 - ix. Distributor increases the nameplate capacity of the Qualifying System without permission from 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, the total nameplate capacity of a Qualifying System(s) at the Site shall 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 shall 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 shall be the lesser of (a) 50 kW and (b) the kW capacity that is designed to generate no more than 100% of the customer's historical annual usage in kWh, as recorded by the associated Billing Meter at the Site.
- (b) is 10 kW or less, no Site Power Usage Review shall be required.

Furthermore, Distributor must be able to demonstrate, on an ongoing basis, that the Account's Qualifying System generates electricity from one of the resources (Qualifying Resources) included as eligible per Guideline 4 as such Guideline existed at the time this Participation Agreement was executed. If Distributor intends to increase or decrease the nameplate capacity of the Account's Qualifying System, Distributor shall complete Attachment D (Request to Amend Participation Agreement to Modify Capacity of Qualifying System) and forward it, along with any requested supporting documents, to TVA for review and potential approval and execution. In addition, any intended increase of the nameplate capacity of the Qualifying System, so that the total (existing and new) capacity amounts to more than 10 kW, must be in accordance with Subsection 3(a). Any unauthorized increase of the Qualifying System's capacity may result in termination of this Participation Agreement.

Should the Qualifying System cease to meet the participation conditions outlined in this Participation Agreement and the Guidelines, TVA, in its sole discretion, may terminate this Participation Agreement upon thirty (30) Calendar Days prior written notice.

SECTION 4 - PARTICIPATION ELIGIBILITY

Distributor's Account eligibility for participation in the Program is based upon Account meeting the following criteria:

- (a) Distributor's primary commercial purpose at the commercial building at the Address shall not be electricity generation at the Site; and
- (b) Participant must submit the design of its proposed Qualifying System, along with an interconnection application, including the proposed equipment specifications in advance of submitting a signed Participation Agreement, to Distributor for review; ; and

(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 requirements of the type of Qualifying System 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.
 - vi. must be properly designed, constructed, and installed and installer and manufacturer shall provide evidence of the testing and compliance with the applicable requirements prior to Distributor signing the System Acceptance Form. All Qualifying Systems shall be maintained and tested on an ongoing basis in accordance with manufacturer's instructions and TVA shall 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; and
- (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 shall include a manual, lockable, visible load break AC disconnect switch with such switch easily accessible by Distributor; 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 Deadline. If these terms and conditions are not met on or before the Deadline, Distributor may not reapply for its Account's participation in the Program within the period of 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; and
- (g) The annual Program participation limit as established in Guideline 12 of the Guidelines must not have been reached at the time TVA is asked to review and execute this Participation Agreement. Once Distributor has signed the Participation Agreement and presented it to TVA for review and possible execution, TVA shall be under no obligation to execute said Participation Agreement once the MW limit for that year has been reached, notwithstanding any actions taken and expenses incurred to date by Distributor for its Account's participation in the Program; and
- (h) No Generation Credits shall be due to Distributor's Account for any generation above the total nameplate Maximum Capacity.

SECTION 5 - BILLING AND PAYMENTS

Distributor shall choose one of the two options provided for under Subsections 5.1 and 5.2 below, and credits and incentives shall be credited or paid to its Account accordingly. Account shall be paid the then-current applicable Premium Rate as was stated in Guideline 8 of Guidelines as it was in effect on the date of TVA's execution of the Participation Agreement.

5.1 Distributor Billing Option. Under this option, Distributor will administer any Generation Credits due to Account 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 Account any Generation Credits due effective with the billing period when the Qualifying System commences generation into Distributor's electric system, and for each billing period thereafter during the term of this Participation Agreement, Distributor shall include the following in its determination of Account's power bill: Distributor shall (a) apply all charges and credits for power and energy to the kW and kWh energy consumed by Account at the Site and any other charges and credits determined in accordance with the applicable retail rate schedule, as appropriate, and (b) credit Account with a Generation Credit for the eligible renewable energy (kWh) delivered to Distributor's system. Said Generation Credit shall be calculated by applying the retail rate schedule (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 Account's power bill resulting in Account being owed money for the billing period, Distributor may elect to carry over any such payment due to Account as an additional credit on Account's power bill for the following billing period, and may continue to do so for a total of twelve (12) consecutive billing periods. If at the end of this cumulative period the value of Account's Generation Credit exceeds the net sum of all charges and other

credits for such cumulative period, Distributor shall issue payment to Account for the balance due.

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

5.2 TVA-Vendor Billing Option. Under this option, Distributor and a TVA designated third-party vendor (Vendor) shall administer any payments due to Account.

- (a) Effective with the billing period when the Qualifying System commences generation into Distributor's electric system, and for each billing period thereafter during the term of this Participation Agreement, Distributor shall include the following in its determination of Account's power bill: Distributor shall (a) apply all charges and credits for power and energy to the kW and kWh energy consumed by Account at the Site and any other charges and credits determined in accordance with the applicable retail rate schedule, as appropriate, and (b) credit Account with a Generation Credit for the eligible renewable energy (kWh) delivered to Distributor's system. Said Generation Credit shall be calculated by applying the retail energy schedule (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 Account shall include calculations of the amounts owed to Account with specific reference to the applicable retail energy rate schedule.
- (b) Based upon generation data of the Qualifying System provided by Distributor to TVA, TVA shall cause Vendor to deliver to Account, as soon as reasonably practical, but no later than 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 Account. Such payment shall be calculated by applying the applicable Premium Rate 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 under this Subsection 5.2 are due within thirty (30) Calendar Days from the date of the statement.

Vendor's statement to the Account shall include calculations of the amounts owed to Account 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 shall provide a one-time \$1,000 incentive payment to Account. Said one time incentive payment shall be paid per Qualifying System per Site. Further, the one-time incentive payment shall be made after the Distributor's completion and Distributor's and TVA's approval of the System Acceptance Form and after the Qualifying System has successfully completed the commissioning requirements.

SECTION 6 - INTERCONNECTION

Distributor shall 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.

TVA shall have no obligation to purchase the electric power generated by the Qualifying System unless and until the Distributor 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 shall purchase, install, own, operate, and maintain the Generation Meter. Any repairs or replacements of the Generation Meter shall also be provided by Distributor, or its representative. Further, the metering arrangement configuration for measuring the energy output of the Qualifying System shall be determined by Distributor. If said configuration requires replacement of the Billing Meter by a bi-directional meter, Distributor shall purchase, install, own, operate, and maintain said bi-directional meter. Any future replacement of the Billing Meter or said bi-directional meter shall be provided by Distributor at its expense.

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 shall be at the Distributor'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.

SECTION 8 - TRANSFER AND ASSIGNMENT

- (a) Neither party shall voluntarily transfer, assign, or delegate this Participation Agreement or any of its rights or duties hereunder without the prior written consent of the other party. Such consent shall 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 Distributor (Distributor/Transferor) intends to transfer ownership of the Site to a new owner (New Participant/Transferee), Distributor/Transferor shall notify TVA of its intent by completing and submitting Attachment C (Request to Amend Participation Agreement by Changing Participant and/or Qualifying System Owner), which shall include the New Participant's/Transferee's signature, to TVA at least thirty (30) Calendar Days prior to the requested effective date of such assignment. Upon approval, TVA will execute the attachment and return copies of the fully executed attachment to the Distributor/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.

- (c) If Distributor is a tenant of the Site and its tenancy is terminated, Distributor may assign this Participation Agreement to a new tenant (New Participant/Transferee) by notifying TVA and completing Attachment C. Once signed by Distributor/Transferor and New Participant/Transferee, Attachment C shall be submitted to TVA at least thirty (30) Calendar Days prior to the requested effective date of such assignment. Upon approval, TVA will execute the attachment and return copies of the fully executed attachment to Distributor/Transferor and 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.
- (d) If Distributor is not the owner of the Qualifying System and the Qualifying System Owner (Qualifying System Owner/Transferor) intends to transfer ownership to a new owner (New Qualifying System Owner/Transferee), Distributor shall notify TVA of said intent and complete Attachment C. Once signed by Distributor, the Qualifying System Owner/Transferor, and the New Qualifying System Owner/Transferee, Attachment C shall be submitted to TVA at least thirty (30) Calendar Days prior to the requested effective date of such assignment. Upon approval, Distributor and TVA will execute the attachment and return copies of the fully executed attachment to the 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.
- (e) Any unauthorized assignment may result in termination of this Participation Agreement.
- (f) Each time an assignment of this Participation Agreement, or ownership transfer of the Qualifying System, is intended by Distributor/Transferor or Qualifying System Owner/Transferor, as provided in Subsections 9(b), 9(c), and 9(d) above, Distributor/Transferor shall execute on Account's behalf, and cause the New Participant/Transferee or the New Qualifying System Owner/Transferee, as appropriate, to execute Attachment C. The partially executed Attachment C shall be then forwarded to TVA for review and potential approval and execution.
- (g) If ownership of the Site is transferred (or Distributor's tenancy of the Site is terminated) and Distributor and/or Qualifying System Owner elect to relocate the Qualifying System to a different location, this Participation Agreement shall be terminated upon thirty (30) Calendar Days written notice to the Distributor and TVA, as outlined in Subsection 2.2(b) above.

SECTION 9 - ENVIRONMENTAL CREDITS

TVA shall 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 have accrued or are arising or accruing now and in the future as a result of the generation of electricity from the Qualifying System (Environmental Credits) beginning on the Effective Date and continuing throughout the term of this Participation

Agreement. At no cost to TVA, Distributor shall cooperate with TVA 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 TVA.

For the term of this Participation Agreement, Distributor and Owner of Qualifying System cannot 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 constitute the claiming of a renewable energy credit (REC). Distributor and Owner of Qualifying System understand that if claims of using renewable electricity or any of the environmental attributes within a REC, those claims would 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 Distributor and Owner of Qualifying System wish to make such claims, they must purchase the equivalent RECs through the Green Power Switch program or other product.

SECTION 10 - INDEMNIFICATION AND LIABILITY

Distributor and Qualifying System Owner, if any, shall release, indemnify, defend, and save harmless 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 Distributor and/or 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 Distributor's and Qualifying System Owner's interconnection and safety equipment. The obligations of this Section 10 shall survive termination of this Participation Agreement.

SECTION 11 - FORCE MAJEURE EVENT

- (a) A Force Majeure Event shall mean 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 avoid, and (iii) by the exercise of due diligence, such party shall be unable to prevent or overcome.
- (b) If a Force Majeure Event prevents Distributor from fulfilling any of its obligations at the Site under this Participation Agreement, Distributor shall promptly in writing notify TVA, or its authorized representatives, 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 Distributor is taking to alleviate the effects of the event on its performance, and, if the initial notification is verbal, it shall be promptly followed up with a written notification. Distributor shall keep TVA informed in writing on a continuing basis of developments relating to the

- (c) Force Majeure Event until the event ends. Distributor shall 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 determined in TVA's sole discretion, cannot be reasonably mitigated. In the event of such suspension or modification, TVA shall determine, in its sole discretion, when the Force Majeure Event has ended.

SECTION 12 - ACCESS

TVA shall have access to the Site and/or Address 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.

SECTION 13 - DISCLOSURE

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

SECTION 14 - THIRD PARTY BENEFICIARIES

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

If Distributor would like to assign this Participation Agreement from Account to another person, Distributor must complete Attachment C and submit it to TVA for review, in accordance with Section 8 above.

SECTION 16 - QUALIFYING SYSTEM OWNERSHIP

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

Check one:

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

I am the owner of the Qualifying System that is installed at the Address. I have had the Program explained to me, and I specifically agree to Sections 8(h) (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 of 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 and Date

SECTION 17 - SIGNATURES

17.1 Distributor's Signature

By its signature below, Distributor acknowledges that it has read and understands this Participation Agreement and agrees to be bound by all of the terms and conditions set forth herein.

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

The Qualifying System's design and Account information provided under Subsection 15.1 above have met the initial Program and interconnection requirements.

Specifically, Distributor understands that Distributor 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 be different than what the Distributor has reviewed. Distributor is responsible for reading, understanding, and adhering to the then-current Guidelines in effect at the time TVA executes this Participation Agreement.

Accepted and agreed to the foregoing this ____ day of _____, 20__.

DISTRIBUTOR NAME

(Distributor Representative Name & Title)

Distributor Representative Signature

17.2 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____.	
TENNESSEE VALLEY AUTHORITY	

(TVA Representative Name & Title)	

TVA Representative Signature	

**DISTRIBUTOR'S ACCEPTANCE OF QUALIFYING SYSTEM FORM
(SYSTEM ACCEPTANCE FORM)**

After Participant completes the project and Distributor accepts the project and submits the Distributor's Acceptance of Qualifying System Form, TVA will review and may approve the form. If there are deficiencies in the submitted form, TVA may withhold approval and require Distributor to correct the deficiencies and resubmit the corrected form prior to approval.

Section 1 - Participant Information

Participant Name*: [REDACTED]

Participation Agreement Number: [REDACTED]

Street Address of Qualifying System*: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

Customer Type: Residential Commercial or Industrial

*Note that the Participant must be the account holder for the Billing Meter at the location specified above and the Street Address of Qualifying System must be the same address listed as the service address of the Billing Meter associated with the project.

Section 2 - Qualifying System Information

Total Nameplate Capacity of Qualifying System: [REDACTED] kW DC (AC for biomass or non inverter based systems)

Total Project Investment (Installed Cost): \$[REDACTED]

Section 3 - Contractor/Installer Information

Company Name: [REDACTED]

Company Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

North American Board of Certified Energy Practitioners (NABCEP) Certification Level (for solar PV and wind projects): [REDACTED]

NABCEP Certificate Number: [REDACTED]

Section 4 - Generation Meter Information (to be completed by Distributor)

Generation Meter Type: Interval (required for > 10 kW) Non-interval
Metering Connection: Option 1 (supply-side) Option 2 (load-side)

Complete below for all interval meters (does not apply to non-interval meters):

Interval Meter Option: TVA-Vendor Meter Option Distributor Meter Option

Complete for Non-Vendor Option Only - Remote Communications Type:

Cellular Ethernet Land/Phone Line Other: Please specify [REDACTED]

Note that the Distributor Customer Meter Setup (DCMS) or other approved TVA metering form must be completed and submitted to TVA Customer Service prior to signing this form.

Section 5 - Distributor's Acceptance of Qualifying System

The Qualifying System has met the requirements for interconnection to the Distributor's system and is in compliance with the standards and terms of the Participation Agreement and the currently effective edition of TVA's Green Power Providers Program Participation Guidelines. As of the date outlined below, the Qualifying System has been commissioned at its total nameplate kW capacity outlined in Section 2 above and is fully operational and properly interconnected to the Distributor's electric distribution or transmission system.

Distributor Acceptance Date: [REDACTED]

Distributor Name: [REDACTED]

Name and Title of Distributor Representative: [REDACTED]

Signature of Distributor Representative: [REDACTED]

Distributor is required to send a copy of this document within ten business days of the acceptance date to the Green Power Switch inbox (preferred) at greenpowerswitch@tva.gov or to fax it to 615-232-6828

Section 6 - TVA's Approval/Denial of System Acceptance Form (to be completed by TVA)

APPROVED

DENIED

COMMENTS/REASONS FOR DENIAL:

Date Received by TVA: [REDACTED]

Date Approved by TVA: [REDACTED]

Name and Title of TVA Representative: [REDACTED]

Signature of TVA Representative: [REDACTED]

GREEN POWER PROVIDERS PROGRAM PARTICIPATION GUIDELINES

(Effective October 1, 2012)

GUIDELINE 1 - PROGRAM PURPOSE AND DESCRIPTION

The purpose of the Green Power Providers program (Program) is to continue to increase the renewable energy supply in the Tennessee Valley region. In addition, the Program aims to align with the green power demand and participation levels in TVA's Green Power Switch program, while also stimulating economic growth and serving as a customer-focused solution to grid integration of small scale clean and renewable energy systems.

Distributors of TVA power (Distributors) that have entered into a Green Power Providers Agreement with TVA have the opportunity to offer the Program to their customers. These customers (Applicants) can apply for participation in the Program by completing the Green Power Providers Participation Agreement, and Distributors (in such circumstances also herein referred to as Applicants) can apply for participation as generators under the Green Power Providers Distributor Facility Participation Agreement (both agreements herein referred to as Participation Agreement), and submitting it to Distributor and TVA for review and potential approval and execution. All Applicants must be the same person(s) or entity designated on the customer's power billing account that is associated with the single associated Billing Meter at the Address of Site (defined below). Each Applicant will be given the status of "Participant" upon full execution of a Participation Agreement by all parties, provided such Applicant qualifies for and meets, at the time TVA executes the Participation Agreement, the then-current participation requirements. In order to retain its status as a Participant, each Applicant must install its generating system (Qualifying System) in accordance with the Participation Agreement and this Green Power Providers Program Participation Guidelines document (Guidelines) and, once TVA has executed the Participation Agreement, the Qualifying System must be fully interconnected, and operational within one hundred eighty (180) Calendar Days of TVA's execution of the Participation Agreement, as indicated on Distributor's Acceptance of Qualifying System form (System Acceptance Form), and Applicant shall comply with the terms of the Participation Agreement.

GUIDELINE 2 - DEFINITION OF TERMS

As used in these Guidelines:

- 2.1 "Applicant" shall mean any potentially eligible residential, commercial, or industrial end-use customer served by Distributor (or a Distributor itself on its own behalf) that elects to participate in the Program by (i) submitting an interconnection request to Distributor, and upon Distributor's approval, entering into an interconnection agreement with Distributor, and (ii) submitting a completed copy of the Participation Agreement for TVA's and Distributor's review and potential approval and execution.
- 2.2 "Billing Meter" shall mean a retail billing meter located at the Site where the Participant's facility or dwelling is located. The Billing Meter must be fully operational and measure the billing demand and/or the energy consumed at the Site.

- 2.3 "Business Days" shall mean all days except Saturdays and Sundays and the weekdays that are observed by TVA as Federal holiday (Federal holidays currently include New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day).
- 2.4 "Calendar Days" shall mean all days in a month, including weekends and holidays.
- 2.5 "Delivery Commencement Date" shall mean the date on which the Distributor has executed the System Acceptance Form.
- 2.6 "Generation Credit" shall mean the accrued generation credits due to Participant, which shall be calculated by applying the sum of the energy charge in the applicable retail rate schedule (residential (RS) or deemed to be GSA1 for all commercial and industrial customers) and the applicable Premium Rate to the kWh energy measured on the Generation Meter.
- 2.7 "Generation Meter" shall mean a meter additional to the Billing Meter at the Site that is installed by Distributor and designed to measure the alternating current (AC) energy output from the Qualifying System at the Site. Generation Meter shall mean either an Interval Generation Meter or a Non-Interval Generation Meter, or both.
- 2.8 "Interconnection Agreement" means the agreement executed by Applicant and Distributor to provide for the interconnection of the Qualifying System to Distributor's distribution system.
- 2.10 "Interval Generation Meter" shall be a solid-state type meter of high quality for billing purposes that records at least clock hour (hour interval) data and measures the energy output (kWh) from the Qualifying System at the Site; provided, however; it is recognized that fifteen (15) -minute interval data is preferred. It is further expressly recognized that the Participant's applicable retail rate schedule may require a shorter interval.
- 2.11 "Non-Interval Generation Meter" shall be a solid-state type meter of high quality for billing purposes that measures the energy output (kWh) from the Qualifying System at the Site but which does not meet the definition of Interval Generation Meter.
- 2.12 "Premium Rate" shall have the meaning set forth in Guideline 8.
- 2.13 "Site" shall mean Participant's residential, commercial, or industrial real estate and associated personal property to which the Qualifying System is connected, the address of which is identified under the Participant's power billing account. In addition, the Site must meet all of the following requirements:
- (a) The property must receive its retail electricity distribution services from Distributor at the location of the Qualifying System,
 - (b) The Qualifying System must be located on the same premises of Participant where the Participant's own electrical load is located,

- (c) Maximum of 50 kW per contiguous property per Participant, subject to Guideline 3 below, and
- (d) Maximum of 50 kW per associated Billing Meter account at the Site, subject to Guideline 3 below.

In addition, the Site shall meet the requirements set forth in the Participation Agreement and these Guidelines.

GUIDELINE 3 - CUSTOMER ELIGIBILITY AND LOAD REQUIREMENTS

3.1 Existing Distributor Customers

- (a) Existing Distributor customers must have at least twelve (12) months of historical annual energy usage (kWh) data from the Site.
- (b) The primary purpose of the Applicant's residential, commercial, or industrial facility cannot be energy generation.
- (c) Qualifying Systems with a generation nameplate capacity of up to 10 kW (DC for inverter-based systems, AC for non-inverter-based systems) are not subject to any load or energy usage requirements. However, if the nameplate capacity of the Qualifying Systems is greater than 10 kW (DC for inverter-based systems, AC for non-inverter-based systems), the system will be subject to Site energy usage requirements. In this case the Qualifying System's nameplate capacity is limited to the lesser of (i) 50 kW or (ii) the kW capacity that is designed to generate annually no more than 100% of the Site's historical annual usage in kWh, as recorded by the associated Billing Meter at the Site.

3.2 New Distributor Customers/New Construction

Provided Distributor agrees to offer the Program to its prospective eligible customers or "new construction" market and subject to the Program's terms and conditions, the following shall apply:

- (a) For prospective new and existing customers without twelve (12) full months of historical usage, either the builder (for new construction) or existing customer (for customers without twelve (12) full months of historical electrical usage at the Site) must submit acceptable and reasonable annual electrical usage projections for its residential or commercial/industrial facility.
- (b) For new construction projects, the builder(s) (Builder) must complete and submit the "Request for Program Participation Eligibility of New Construction" (New Construction Request Form or Attachment E) to its Distributor for acceptance of its potential Qualifying System(s) into the Program. It is expressly recognized and understood that it is at Distributor's and TVA's discretion to approve or reject any submitted Attachment E.

- (c) The Builder may receive a Program letter of intent (LOI) from Distributor, and TVA, which guarantees the Builder's Qualifying System acceptance into the Program against the annual capacity limit, provided that the Qualifying System is fully operational and interconnected (as identified on the System Acceptance Form) within 360 Calendar Days from the date of the LOI and provided that (i) Distributor approves and allows for acceptance of new construction projects in the Program, (ii) the Qualifying System meets the eligibility requirements for the Program, and (iii) there is available capacity (MW) for the Program in the given year.
- (d) The LOI is deemed valid as long as an official Participation Agreement is fully executed between the Participant, Owner of Qualifying System (if different than the Participant), Distributor, and TVA within one hundred eighty (180) Calendar Days from the date of the LOI. Upon completion of a fully executed Participation Agreement, the Participant/Applicant must satisfy all of the requirements of the Participation Agreement and the Guidelines, including having the Qualifying System interconnected and fully operational within the one hundred eighty (180) Calendar Days period after TVA's execution of the Participation Agreement. The total project completion period (LOI and Participation Agreement) is 360 Calendar Days. The Participant will receive the Premium Rate associated with the calendar year in which the Participation Agreement is executed by TVA.
- (e) For existing customers without twelve (12) full months of electrical usage history, Applicant must provide Distributor with its projected annual usage (kWh), in addition to the proposed nameplate capacity of the Qualifying System.
- (f) Proposed Qualifying Systems with a proposed nameplate capacity of up to 10 kW (DC for inverter based systems, AC for non inverter based systems) are not subject to any load or energy usage requirements. However, if the proposed nameplate capacity of the Qualifying System is greater than 10 kW (DC for inverter based systems, AC for non inverter based systems), the system will be subject to projected Site energy usage requirements. In this case the Qualifying System's proposed nameplate capacity is limited to the lesser of (i) 50 kW or (ii) the kW capacity that is designed to generate annually no more than 100% of the Applicant's/Participant's projected annual usage in kWh, as recorded by the associated Billing Meter at the Site.

As provided in this Guidelines 3.2, the annual generation (kWh) projections from the Qualifying System must be provided to Distributor by an Applicant, or by an existing Participant with a nameplate capacity of 10 kW or less and who wishes to increase its Qualifying System's nameplate capacity to be above 10 kW. This Applicant or Participant must submit a professional estimate for expected generation, if available, which shall be reviewed and approved by Distributor and TVA. The following default

annual capacity factors (%) shall be used to determine the maximum nameplate capacity (kW) of any new or expanding Qualifying System.

- Solar PV – 15%
- Wind – 15%
- Low-Impact Hydropower – 50%
- Biomass – 70%

Example: A small commercial business' projected annual usage is 30,000 kWh on a single billing meter and it wishes to install a solar PV project in the Program. The maximum nameplate capacity for this business would be 23 kW DC since it would likely generate no more than 100% of the customer's annual usage on the single billing meter.

Solar PV Generation Example Default Calculation:

23 kW X 8,760 hours X 15% Annual Capacity Factor = 30,222 kWh
(round maximum kW to the nearest whole number)

Additionally TVA will post a helpful calculator or links to websites that may assist customers in making this calculation.

GUIDELINE 4 - ELIGIBLE RENEWABLE TECHNOLOGIES

Participant must be able to demonstrate, on an ongoing basis, that the Qualifying System generates electricity from one of the resources (Qualifying Resources) included below:

- (a) Solar Photovoltaic (PV): poly-crystalline 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 commercial-scale generation.
- (c) Low-Impact Hydropower – from new generation capacity on a non-impoundment or new generation capacity on an existing impoundment. Such generation must be located in the Cumberland River watershed or in the Mississippi River. Hydro generation could be located in the Tennessee River watershed only if TVA were to issue a permit under section 26a of the TVA Act. Additionally, such generation must meet one or more of the following conditions: (1) the hydropower facility is certified by the Low Impact Hydropower Institute, or (2) the facility is a run-of-the river hydropower facility with a total rated nameplate capacity equal to 50 kW or less (multiple turbines will not be counted separately and shall not amount to more than the nameplate capacity); or (3) the hydropower facility consists of a turbine in a pipeline or a turbine in an irrigation canal. Furthermore, such generation must also meet any applicable FERC requirements.
- (d) Biomass: solid, liquid, or gaseous form of renewable biomass that is produced from the following fuels in a manner that complies with Applicable Law: 1) 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; 2) All

agricultural crops or waste; 3) All animal and other organic waste; 4) All energy crops; and 5) Landfill gas and wastewater methane.

- Biomass resources excluded from eligibility include:
 - (1) wood that has been coated with paints, plastics, or Formica;
 - (2) wood that has been treated for preservation with materials containing halogens (such as chlorine or other halide compounds) or arsenic (such as CCA or chromated copper arsenate);
 - (3) municipal solid waste; and
 - (4) biodiesel.

GUIDELINE 5 - PROGRAM RESTRICTIONS

No Qualifying System may be installed on billboards, light poles, cable/communication/internet boxes, recreational vehicles, or mobile facilities.

GUIDELINE 6 - PROCESS AND PROCEDURES

- (a) Distributor customer consults with Distributor about participation in the Program.
- (b) Distributor customer applies for Program participation by submitting to Distributor (i) an interconnection request, including any interconnection request fees, (ii) a completed Participation Agreement, and (iii) a program application fee (not to exceed \$500), thereby becoming an Applicant.
- (c) Participant purchases the Qualifying System and installs it so that it is fully operational within one hundred eighty (180) Calendar Days of the date of TVA's execution of the Participation Agreement.
- (d) After the installation of the Qualifying System is completed and Distributor has submitted System Acceptance Form, Participant will receive a one-time \$1,000 rebate incentive from either TVA or Distributor, depending on what billing option the Distributor has selected for the Participant.
- (e) Participant's Qualifying System begins generation and Participant receives monthly credits for the renewable generation in accordance with the Participation Agreement.

GUIDELINE 7 - PROGRAM INCENTIVES

Eligible participants will receive the following:

- (a) One-time \$1,000 rebate incentive after the Qualifying System is installed, completed, interconnected, commissioned, and begins energy generation (the Delivery Commencement Date).
- (b) Monthly Generation Credits.

Note that the Premium Rate is dependent upon the date and calendar year that the Participation Agreement is executed by TVA for participation in the Program. Further, the Premium Rate shall apply only to the first ten (10) years from Delivery

Commencement Date and no Premium Rate shall be paid for the remaining term of the Participation Agreement.

GUIDELINE 8 - PREMIUM RATE

The Premium Rate to be applied in the calculation of a Participant's monthly Generation Credits will vary based on the renewable technology, and the date and calendar year on which TVA executes the Participation Agreement. For the 2012 calendar year, the following Premium Rate is applicable to Participation Agreements executed and dated by TVA on or prior to December 31, 2012. **[Note, however, that the Qualifying System(s) must be completed, installed, and generating at full capacity within 180 Calendar Days from the date TVA executes the Participation Agreement, in order to receive said Premium Rate].**

Solar	\$0.12
Wind, Biomass, and Hydro	\$0.03

TVA will endeavor to approve and execute any completed and acceptable Participation Agreements that Distributor and Participant have already executed within twenty (20) Business Days from the date said Participation Agreements are received by TVA. TVA will endeavor also to return any incomplete or otherwise unacceptable Participation Agreements within the same timeframe.

In order to provide a sustainable, steady, and transparent path for small scale renewable generation as well as to align power purchases with Green Power Switch demand, the following projected Premium Rate schedule for the next year will be reviewed and published annually and will be provided as updates to these Guidelines.

Solar	\$0.09
Wind, Biomass, and Hydro	\$0.03

The 2013 Premium Rates stated above are not final but represent the current projected Premium Rates. TVA will review the Program and incentives annually and will endeavor to publish a revised Guidelines document online at Program's website (<http://www.tva.com/renewable/index.htm>) two (2) months prior to changing the Premium Rate and incentives. TVA reserves the right to change the current projected Premium Rates for Participation Agreements that are entered into in future years, and Applicants and Participants assume the risk of TVA establishing differing Premium Rates for future years when TVA revises these Guidelines. Such changes will not affect fully executed Participation Agreements.

Example: a solar project is installed and completed by an eligible Participant in accordance with the terms and conditions of the Participation Agreement and its attached Guidelines document. The Participation Agreement for such solar system was executed by all parties and the date TVA executed the Participation Agreement was January 25, 2013. According to the projected 2013 Premium Rates above, the Participant would receive a premium of \$0.09/kWh for the first ten years from the Delivery Commencement Date, and there would be no effective premium for

years 11 – 20. TVA will pay the applicable retail rates only (Residential (RS) or GSA1) for energy generated in the subsequent ten year term of the Participation Agreement. All environmental attributes (RECs) are purchased by TVA for the term of the Participation Agreement. Note that the Premium Rates as well as other Program attributes will be reviewed and evaluated on an annual basis, and future Program parameters, including Premium Rates may differ from the projections above.

GUIDELINE 9 - BILLING AND INCENTIVE DISTRIBUTION

Each Distributor is required to elect either the Distributor Billing Option or TVA-Vendor Billing Option, as defined in the Participation Agreement, and Generation Credits and incentives will be credited or paid to each Participant accordingly.

Under the Distributor Billing Option, the Distributor issues the total Generation Credit to the Participant's monthly electric power bill. In addition, the Distributor provides the one-time \$1,000 rebate incentive to the Participant after the Delivery Commencement Date.

Under the TVA-Vendor Direct Billing Option, Participants receive a portion (retail rate portion only) of their monthly Generation Credit from their Distributor via the monthly electric power bill. The Premium Rate portion of the Generation Credit will be issued, on a monthly basis, to the Participant through a TVA-designated third-party vendor. The TVA-designated third-party vendor will also issue the one-time \$1,000 rebate incentive to the Participant after system commissioning.

GUIDELINE 10 - INSTALLERS

Beginning January 1, 2013, solar photovoltaic and wind installations must be completed by installers who have completed and passed the North American Board of Certified Energy Practitioners (NABCEP) entry-level installer examination. For proof of eligibility and upon request by the Distributor, qualified installers must submit either a copy of their Achievement Award or NABCEP Certification. Installers must submit either a copy of their Achievement Award or NABCEP Certification Number to the Distributor as part of the initial application for Interconnection submittal. A list of NABCEP installers is posted at www.nabcep.org.

GUIDELINE 11 - QUALIFYING SYSTEM EXPANSION

Any capacity upgrades or additions to an existing Qualifying System's approved nameplate capacity are subject to TVA's and Distributor's approval. Participant must complete Attachment D (Request to Amend Participation Agreement to Modify Capacity of Qualifying System form) and submit it to the Distributor and TVA for review and obtain the approval of both Distributor and TVA prior to making any modifications to the system. Capacity expansions will be subject to available program capacity in the given year. Additionally, any requested increases or additions in nameplate capacity, if approved, must be completed and the entire modified Qualifying System must be fully operational and interconnected within one hundred eighty (180) Calendar Days of acceptance and approval of the modification by TVA, as indicated by the date of TVA's execution of Attachment D. Additionally, the Participant is responsible for any associated expenses incurred due to said capacity expansion(s), such as Site inspections, reviews, and processing.

GUIDELINE 12 - ANNUAL PROGRAM PARTICIPATION LIMITS

TVA will conduct an annual Program evaluation and will set annual MW limits that provide sustainable growth of renewable capacity in alignment with the Green Power Switch program participation and demand, as well as TVA's Integrated Resource Plan.

Participation Agreements will be reviewed and enter a queue for allocation of available Program capacity on a first-come, first-serve basis, as determined by the date Participation Agreements are received and deemed complete by TVA for potential approval and execution.

TVA will publish the progress towards the annual MW limit on the Program's website (<http://www.tva.com/renewable/index.htm>). If and when the MW limit for any given year is reached, TVA will publish on the Program's website such news as soon as it becomes available and stop accepting Participation Agreements in that given year. TVA will announce and notify the public via the Program's website when eligible capacity becomes available in that same year, and may start accepting new Participation Agreements.

The initial MW limit is set to be 10.0 MW of nameplate capacity for Participation Agreements approved, executed, and dated by TVA in calendar year 2013. To ensure diverse and equitable participation in the Program, Qualifying Systems up to 10 kW are deemed "Fast Track" projects, which will require a less stringent review, and will not require usage history and distribution system study of impacts. Additionally, for calendar year 2013, the "Fast Track" MW reservation for Qualifying Systems will comprise a total of no less than 20%, or 2.0 MW, of the total 10 MW limit in calendar year 2013. The "Fast Track" reservation amount will also be reviewed annually based on Program participation and market conditions. The program limits and reservations are outlined in the table below.

Calendar Year	Fast Track MW Reservation	Total Program MW Limit
2013	2.0	10.0

Once a Distributor and a Participant have signed a Participation Agreement and presented it to TVA for review and possible execution, TVA shall be under no obligation to execute said Participation Agreement once the MW limit for that year has been reached, notwithstanding any actions taken and expenses incurred to date by the Applicant.

GUIDELINE 13 - TRUST/POWER OF ATTORNEY/ LEGAL DOCUMENT

In all instances when the Participant or Qualifying System Owner represents there is a legal document relevant to the terms of the Participation Agreement, the Participant or Qualifying System Owner shall provide the Distributor with the original legal document. Distributor shall then make a copy of said legal document and attach it to the

Participation Agreement. TVA's decision on the legal effect of said legal document shall be controlling.

GUIDELINE 14 - PARTICIPANT DEATH OR INCAPACITY

Upon Participant's death or incapacity, if Participant's estate executor, conservator, attorney in fact, or court ordered agent (herein collectively Agent) wishes to continue with the terms and conditions of the Participation Agreement and Guidelines, Agent shall complete the Request to Amend Participation Agreement by Changing Participant and/or Qualifying System Owner (Attachment C) and forward it to Distributor and TVA for review and potential approval and execution; otherwise, the Participation Agreement shall be terminated and any new owner of Site must reapply for Program participation in accordance with the then-current Participation Agreement and Guidelines.

GUIDELINE 15 - GUIDELINES CHANGES

These Guidelines continue in effect until modified or replaced by TVA at any time and from time to time upon thirty (30) Calendar Days notice to all Distributors participating in the Program. Said notice shall be deemed properly given if provided electronically either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose. In the event of a conflict between these Guidelines, the Green Power Providers Agreement, a Participation Agreement, or any other contract executed by TVA, the Green Power Providers Agreement shall govern. In the event of a conflict between these Guidelines and a former version of the Guidelines (including a version of the Guidelines that was in effect at the time any contract was signed), these Guidelines shall govern. TVA will publish any changes or modifications to the Guidelines online at Program's website (<http://www.tva.com/renewable/index.htm>).

NEW DELIVERY POINT AGREEMENT
Between
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION
And
TENNESSEE VALLEY AUTHORITY

Date: September 26, 2012

TV-59578A, Supp. No. 117

THIS AGREEMENT, made and entered into between WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), a cooperative corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

W I T N E S S E T H:

WHEREAS, Distributor purchases power from TVA for resale at specified delivery points under Power Contract TV-59578A, dated May 7, 1982, as amended (Power Contract); and

WHEREAS, Distributor is building the East Simpson 161-kV Substation (New Substation) near East Simpson, Kentucky, with a target in-service date of January 31, 2013; and

WHEREAS, the parties wish to amend the Power Contract to add a new delivery point at the New Substation;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the TVA Act, the parties agree as follows:

SECTION 1 - CONSTRUCTION BY DISTRIBUTOR

Distributor shall at its expense:

- (a) provide the New Substation,
- (b) perform all work on its distribution system, including the installation of pull-off structures, necessary to enable it to take power and energy at the New Substation on or as soon as practicable after the date the New Substation is completed,
- (c) install a 13-kV metering installation, provided by TVA, in the New Substation, as described in section 5 of this agreement,
- (d) install relays, provided by TVA, in the New Substation as described in section 6 of this agreement,

- (e) provide and install back to back circuit switchers for transformer bank protection in the New Substation, as described in section 7 of this agreement, and
- (f) provide connection for a mobile spare transformer in the New Substation to use in TVA's Mobile Spare Equipment Program, as described in section 8 of this agreement.

SECTION 2 - CONSTRUCTION BY TVA

TVA shall at its expense:

- (a) provide a tap line extending approximately 1.75 miles from TVA's Memphis Junction - Portland 161-kV Line to the New Substation,
- (b) provide for underbuilt circuits on a portion of the tap line, as described in section 9 of this agreement, and
- (c) connect this tapline to the New Substation pull-off structures installed by Distributor.

SECTION 3 - AMENDMENT TO POWER CONTRACT

Effective as of the date on which the New Substation is first energized, section 3 of the Power Contract is amended by adding to the respective columns of the tabulation set out in that section the following:

<u>Delivery Point</u>	<u>Normal Wholesale Delivery Voltage</u>
161-kV side of the East Simpson 161-kV Substation	161,000

SECTION 4 - INCORPORATION OF ATTACHMENTS

The attachments entitled "Terms and Conditions" and "Billing and Payment Terms" are made a part of this agreement. In the event of any conflict between the body of this agreement and any of these attachments, the former controls.

SECTION 5 - METERING

5.1 Revenue Meters. TVA and Distributor will cooperate in providing a 13-kV revenue metering installation at the New Substation in accordance with the attached Terms and Conditions.

5.2 Potentials. TVA shall provide connection points from the metering transformer secondary circuits and 1.0-ampere fused potentials from the 13-kV revenue metering installation for connection to Distributor's parallel metering equipment. Distributor shall carry out this parallel metering arrangement in a manner acceptable to TVA (as set out in TVA's Revenue Metering Guide for Customer-Owned Substations) and shall not adversely affect the safe and efficient operation of TVA's

facilities. The metering outputs from each metering installation shall be made available in accordance with section 3 of the Terms and Conditions.

SECTION 6 - RELAY INSTALLATION

TVA and Distributor shall cooperate in providing at the New Substation an underfrequency load shed relay and lock out relay with accessory equipment (Relays). In accordance with plans and specifications satisfactory to TVA, Distributor shall at its expense install the Relays and thereafter remove or replace them at TVA's request. TVA shall at its expense furnish the Relays and any needed replacements for them and shall operate, maintain, and repair the Relays. The relays shall receive 3-phase potentials from Distributor's potential transformers.

SECTION 7 - CIRCUIT SWITCHER INSTALLATIONS

In accordance with plans and specifications satisfactory to TVA, Distributor shall, at its expense, provide and install back-to-back circuit switchers for transformer bank protection. Additionally, Distributor shall not bypass circuit switchers 914 and 924 at the same time under normal operations as determined by TVA.

SECTION 8 - MOBILE SPARE TRANSFORMER

Distributor's use of a TVA mobile spare transformer will be by a separate contract and in accordance with TVA's Mobile Spare Equipment Program. Distributor's use of a mobile spare transformer under TVA's Mobile Spare Equipment Program shall be subject to any contract terms, program revisions, coordination, facilities requirements, availability, and scheduling as are deemed necessary by TVA, in its sole judgment, to administer said program.

SECTION 9 - PROVISION FOR UNDERBUILT CIRCUIT

9.1 Underbuilt Circuits. As requested by Distributor, TVA will install the underbuilt crossarms and the necessary hardware on structures 612 and 613 of the tapline for the two distributor circuits and one optical ground wire (OPGW) line. TVA shall install a trunnion clamp for the OPGW line. Distributor shall provide (a) the three (3) unit suspension insulators for structure 612, (b) the five (5) unit suspension insulators for structure 613, (c) the four (4) 50 foot underbuilt dead end (UBDE) structures and all associated hardware for the UBDE structures, and (d) all the conductor, OPGW and associated hardware necessary for construction of the underbuilt circuits. TVA shall provide the stringing sags and tensions for both of the underbuilt circuits and for the OPGW. Distributor shall be responsible for obtaining appropriate easement or other legal rights necessary to install, operate, and maintain its distribution lines that will be installed on the underbuilt circuits of the tapline for the New Substation.

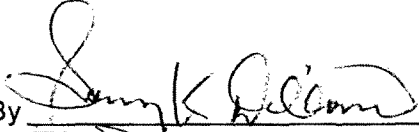
9.2 Reimbursement for Underbuilt Circuits. To compensate TVA for the increased costs of the underbuilt circuits, TVA shall invoice Distributor for the actual cost incurred by TVA including, but not limited to, for (a) the increased cost of the taller poles required for the underbuilt circuit (less the cost of poles that would have been used if the underbuilt circuit was not installed), (b) the construction cost to pull the two double circuits and OPGW over Interstate I-65 and attach to structures 612 and 613, installing equipment provided by Distributor as described in section 9.1 above, and (c) the cost to use a helicopter to fly ropes across Interstate I-65 in order to pull the two double circuits and OPGW as described in section 9.1 above. Distributor shall, consistent with the enclosed Billing and Payment Terms, reimburse TVA for the actual costs incurred by TVA for its work. Actual cost is all direct costs (including, but not limited to, planning, design, engineering, surveying, siting, procurement of materials and equipment, and construction), plus applicable overheads. For convenience only, and in accordance with the project scope and TVA standards and practices, TVA has estimated the actual costs for its work to be \$ 97,070. In the event of any conflict between the body of this agreement and the enclosed Billing and Payment Terms, the former shall control.

9.3 Joint Use of Poles. The arrangements for the joint use of poles will be governed by the Agreement for Joint Use of Poles dated March 6, 1944, and numbered TV-82609, between the parties, except for section 7 (payment provisions for attachment rental) of that agreement which will not apply.


9.4 TVA Structures. To the extent TVA is legally able to do so, TVA grants Distributor permission to enter upon and use TVA's easement at structures 612 and 613 for the purpose of installing, operating and maintaining the underbuilt circuits as part of the tapline for the New Substation. Distributor shall reimburse TVA for any damage to real or personal property owned or controlled by TVA caused by Distributor when installing, operating and maintaining the underbuilt circuits as part of the tapline for the New Substation. Distributor waives, and releases the United States of America, TVA, and their agents and employees from, and shall indemnify and save harmless the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for personal injuries, property damage, loss of life or property, or consequential damages sustained by Distributor, its agents or employees, or third parties, arising out of or in any way connected with (a) any of the work under this section 9 or when installing, operating and maintaining the underbuilt circuits as part of the tapline for the New Substation and (b) Distributor's use of these steel pole structures; provided, however, that the provisions of this sentence shall apply only if the personal injuries, property damage, loss of life or property, consequential damages, or other damage or loss is caused by the negligence or other wrongful act or omission of Distributor or its agents or employees. Distributor shall restore to its original condition any property belonging to a third party that Distributor damaged, altered or destroyed when installing, operating and maintaining the underbuilt circuits as part of the tapline for the New Substation. Distributor's obligations under this section 9 shall survive any expiration or termination of this agreement until they are discharged.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: PRESI & CEO
GARY K. DILLARD

TENNESSEE VALLEY AUTHORITY

By 
Title: Senior Manager
Power Contracts

TERMS AND CONDITIONS
(New Delivery Point)

SECTION 1 - COORDINATION

1.1 Objectives of Coordination. The parties agree that it is necessary to coordinate their efforts under this agreement to ensure that the following objectives are met: (a) timely and efficient completion of construction and connection of the New Substation to the TVA system, (b) timely and efficient completion of the metering installation, (c) the safe, reliable, and efficient operation of TVA's facilities, (d) prevention of any undue hazards to TVA's facilities and operations, and (e) the safety of the parties' personnel. Each party will use reasonable diligence in carrying out its responsibilities under this agreement and will notify the other of any significant changes in schedule.

1.2 New Substation Plans and Specifications. Distributor shall consult with TVA in designing the New Substation and shall use plans and specifications that TVA concurs will ensure consistency with objectives (c) and (d) in subsection 1.1 above. Distributor will design, construct, operate, and maintain the New Substation in accordance with good, modern practices and procedures.

1.3 New Substation Protective Scheme. Distributor shall also consult with TVA in planning for the installation, operation, testing, calibration, and maintenance of the protective scheme for the New Substation. Such protective scheme shall include backup protection for the New Substation in the event of failure of primary interrupting devices. As a minimum, backup protection would normally involve secondary interrupting devices and equipment such as backup relays and backup circuit switchers. Distributor agrees not to install, operate, or maintain any protective devices without TVA's concurrence that objectives (c) and (d) in subsection 1.1 above will be fully met.

1.4 TVA Review. Any review by TVA of Distributor's plans provided for in this agreement should not be considered an endorsement that they are adequate for Distributor's purposes. TVA will not unreasonably withhold its concurrence following any such review.

1.5 Metering. TVA and Distributor will coordinate their work under section 2 below to the extent necessary and practicable.

SECTION 2 - METERING

2.1 TVA's Installation Work. TVA at its expense shall provide and install the revenue meter and related items necessary to determine the power and energy taken by Distributor at the New Substation. This metering installation will be at a mutually satisfactory location in the New Substation.

2.2 Distributor's Installation Work.

2.2.1 Current and Voltage Transformers. Distributor shall, at its expense and in accordance with plans and specifications furnished or approved by TVA, install the metering current and voltage transformers (furnished by TVA). This will be done on the source side of any station service transformers and voltage correction equipment.

2.2.2 Miscellaneous Facilities. Distributor shall install all other facilities required for the metering installation, including a prewired meter cabinet (provided by TVA) and the foundation (if necessary) for TVA's meter cabinet, the primary connections from the metering transformers to Distributor's facilities and the conduit (together with any required test boxes) and cable extending from the metering transformer secondaries to the meter cabinet. Distributor will furnish the supplies and materials needed under this subsection 2.2.2, except that TVA will furnish the cable and test boxes.

2.3 Remote Access to Metering Installation.

2.3.1 Installation of Circuit. For TVA's metering purposes, including power quality monitoring, Distributor shall provide and install (or have installed) a telephone circuit (Circuit) and, if needed, protective conduit extending from TVA's revenue meter to a location specified by TVA. If TVA furnishes a telephone switcher, Distributor shall install it at an agreed upon location. Distributor installation of the Circuit and telephone switcher shall be in accordance with guidelines and specifications furnished or approved by TVA. Distributor shall install and then operate and maintain the Circuit (and any such conduit) at its expense. TVA will connect the Circuit to the revenue meter.

2.3.2 Distributor Access to Meter Data. TVA agrees to allow Distributor (a) remote access to TVA's metering data through the Circuit and (b) access to the metering information available from the readout display of the revenue meter. Use of the Circuit and access to the readout display will be coordinated between TVA's and Distributor's operating representatives to ensure unrestricted telephone access by TVA for data retrieval purposes during such periods as specified by TVA.

2.3.3 Remote Access Equipment. It is recognized that Distributor will need equipment not provided by TVA in order to obtain metering data by remote telephone access. If requested, TVA will assist Distributor in selecting such equipment, but acquisition of the equipment shall be the sole responsibility of Distributor.

2.4 Control of Metering Installation. Except as specifically provided otherwise in this agreement (or as agreed otherwise by TVA), the metering installation shall be for TVA's exclusive use and control. It may be used by TVA separately or in conjunction with any other metering facilities of TVA. TVA will place its seals on the revenue meter and metering facilities in the metering installation, and Distributor shall assure that those seals are not broken except at TVA's request.

2.5 Maintenance of Metering Installation.

2.5.1 TVA's Responsibilities. TVA at its expense shall test, calibrate, operate, maintain, and replace the portion of the metering installation provided and installed by TVA.

2.5.2 Distributor's Responsibilities. As requested by TVA from time to time, Distributor at its expense shall perform necessary maintenance (including making of replacements) of the remaining portion of the metering installation. In doing this work Distributor shall furnish the necessary materials, except that TVA shall furnish for installation by Distributor any replacements required for the current and voltage transformers, metering cable, and test boxes.

SECTION 3 - METERING OUTPUTS

3.1 Access to Outputs. Distributor may desire access to metering outputs from the metering installation for such purposes as monitoring and load control, and TVA is willing to make such access available at no charge. Accordingly, Distributor may, at such time as it deems appropriate, provide and install at its expense such additional facilities as are necessary for obtaining access to metering outputs. This includes provision and installation of cable to be connected by TVA to a terminal block in TVA's meter cabinet. Distributor shall also furnish and install any protective facilities requested by TVA for the protection of TVA's metering installation.

3.2 Approval of Facilities. Distributor shall keep TVA informed as to Distributor's plans for installation of any such additional facilities to the extent necessary and practicable. Distributor shall neither install any facilities which are to be connected to the metering installation nor, once installed, change them without prior written notification from TVA that such installation or change is satisfactory to TVA insofar as required for the safe and efficient operation of the metering installation.

3.3 Noninterference With Metering. In exercising access to metering outputs, Distributor shall not interfere with any operation, use of, or access to the metering installation by TVA. In this regard Distributor agrees to immediately modify its facilities and operations, in any manner requested by TVA, to avoid any such interference.

3.4 No Warranty of Outputs. TVA makes no statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Distributor uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Distributor hereby waives, and releases the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Distributor's use of the metering outputs.

3.5 Termination of Arrangements. The arrangements set out under this section 3, may be terminated by TVA or Distributor at any time upon at least 120 days' written notice. As soon as practicable following the effective date of such termination, TVA will disconnect the cable from the metering installation.

SECTION 4 - ADJUSTMENT OF METERED AMOUNTS

If the metering installation at the New Substation is not at the point of delivery specified in the Power Contract, the metered amounts of power and energy shall be appropriately adjusted to reflect losses (and non-metered station service or equipment use, if any) between the point of delivery and the metering installation. Distributor shall from time to time furnish TVA with the loss data for Distributor's facilities needed to allow TVA to make such adjustments.

SECTION 5 - RIGHTS OF ACCESS

Distributor hereby grants to TVA such rights to use Distributor's property as are reasonably necessary or desirable to enable TVA to carry out its responsibilities under this agreement. These rights include installation, operation, maintenance, replacement, removal, and inspection of TVA's electrical facilities and equipment (including metering equipment) installed in connection with service to Distributor.

SECTION 6 - POWER REQUIREMENTS

Distributor shall at its expense provide the battery and station service power requirements for TVA's facilities and equipment (including metering equipment) installed at the New Substation.

SECTION 7 - TERM OF AGREEMENT

Except as otherwise provided, this agreement becomes effective as of the date of the agreement and continues in effect for the term of the Power Contract or any renewal, extension, or replacement of it.

SECTION 8 - RESTRICTION OF BENEFITS

No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that may arise from it unless the agreement be made with a corporation for its general benefit. Distributor shall not offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 5 C.F.R. part 2635 (as amended, supplemented, or replaced). Breach of this provision shall constitute a material breach of this agreement.

SECTION 9 - AMENDMENT

This agreement may be amended only by a writing signed by the parties.

BILLING AND PAYMENT TERMS

(Payments to TVA)

(11/16/2009 version)

SECTION 1 - DEFINITION OF TERMS

"TVA" means the Tennessee Valley Authority.

"Reimbursable Contract" means the agreement or contract to which these Billing and Payment Terms are made a part as an attachment or exhibit.

"Billing Party" means the party owed any amount due under the Reimbursable Contract in accordance with these Billing and Payment Terms.

"Billed Party" means the party obligated to pay any amount due under the Reimbursable Contract in accordance with these Billing and Payment Terms. (The same party to the Reimbursable Contract may be the Billing Party or the Billed Party or both.)

"Payment Due Date" means the date by which payment is due the Billing Party as defined in Section 2 below.

"Deliverables" means the work or services performed, or property or equipment furnished, by the Billing Party under the Reimbursable Contract for the ownership benefit of the Billed Party.

SECTION 2 - INVOICING AND PAYMENT DUE DATE

The Billing Party shall submit an invoice to the Billed Party for the amount due. The invoice may be submitted in electronic form, if permitted under the Reimbursable Contract. For accounting reference purposes, the invoice shall be numbered and dated and shall include (a) the contract number assigned under Section 11 (**Assignment of Contract Number**) below and (b) reasonably sufficient detail or supporting documentation to permit the Billed Party to verify the appropriateness or accuracy of the amount owed. Unless a later due date is specified in the Reimbursable Contract, the Payment Due Date shall be 30 days from the date of the invoice.

SECTION 3 - INTEREST ON UNDERPAYMENTS OR OVERPAYMENTS

If the Billed Party fails to pay the amount due by the Payment Due Date, the Billed Party shall pay interest on the unpaid amount based on the maximum rate under the United States Prompt Payment Act, (31 U.S.C. §§ 3901-3907) as published in the Federal Register and adjusted periodically (currently semi-annually). Interest shall accrue from the Payment Due Date until the date the Billing Party receives payment. Failure to pay within 90 days after the Payment Due Date shall constitute a material breach of the Reimbursable Contract. If the Billed Party overpays (such as, due to erroneous or inaccurate invoicing by the Billing Party or due to refund of an excess deposit payment), the Billing Party shall promptly refund the amount overpaid.

SECTION 4 - DELAY OR SUSPENSION OF WORK DUE TO PAYMENT FAILURE

If the Billed Party fails to pay the amount due by the Payment Due Date, the Billing Party shall have the right to delay or suspend the work or services being performed until after such payment failure has been satisfactorily resolved. Nothing herein contained shall be construed as relieving the Billed Party of the obligation to pay the Billing Party for the work completed as of the date such work or services are delayed or suspended.

SECTION 5 - PAYMENT DISPUTE

The Billed Party may dispute the payment of all or a portion of the amount due in an invoice if the Billed Party has a reasonable basis to demonstrate that such amount is inappropriate or questionable. In that case, the Billed Party shall promptly advise the Billing Party in writing of the reasons for disputing all or a portion of the invoiced amount. Upon receipt of the Billed Party's written statement of reasons, the dispute resolution provisions of Section 12 below shall apply. If as a result of the dispute resolution, one party is required to pay the other for the amount overpaid or underpaid, such amount shall include interest calculated in accordance with Section 3 (**Interest on Underpayments or Overpayments**) above.

SECTION 6 - OFFSET

Each party reserves the right to offset any amount owed to the other party against any amount owed by the other party.

SECTION 7 - WARRANTIES AND LIMITATION OF LIABILITY

Unless otherwise provided in the Reimbursable Contract, the Billing Party warrants the Deliverables to be in conformance with generally accepted professional standards prevailing at the time of delivery. Any Deliverables not in accordance with such standards shall be corrected at no cost to the Billed Party as long as such nonconformance is reported in writing within one year from the date of delivery. The Billing Party expressly disclaims any other warranties, including implied warranties of merchantability or fitness for any particular use or purpose, as to any Deliverables provided hereunder.

SECTION 8 - TIME OF COMPLETION AND FORCE MAJEURE

Any delays in or failure of performance by the Billing Party or its contractors shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Billing Party or its contractors, and Billing Party shall not be liable for any loss or damage due to or arising out of any such delays or failure of performance. Such occurrences include, but are not limited to, acts 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, which are not within the control of Billing Party or its contractors.

SECTION 9 - ACCESS TO BILLING RECORDS AND CONFIDENTIALITY

Upon written request by the Billed Party, the Billing Party shall provide access during normal working hours to its records as necessary to permit the Billed Party to verify the accuracy or appropriateness of the invoice. The Billed Party shall keep the information examined confidential. If a billing dispute is submitted to dispute resolution as set out in Section 12 below, the Billing Party agrees to provide the pertinent records or information to counsel and independent experts of the Billed Party and those attempting to resolve the dispute, provided such third parties agree to keep such records or information confidential. Nothing in this Section shall be construed as in any way impairing the ability pursuant to statutory authority of the Office of the Inspector General of TVA or of any other Federal agency having auditing jurisdiction over TVA to examine the records of the Billing Party to the extent relating to any amount billed TVA by the Billing Party.

SECTION 10 - ENTIRE CONTRACT

The Reimbursable Contract and all exhibits or attachments thereto (including these Billing and Payment Terms) shall constitute the entire agreement between the parties. In the event of any conflict between the provisions of the Reimbursable Contract and these Billing and Payment Terms, the Reimbursable Contract shall prevail.

SECTION 11 - ASSIGNMENT OF CONTRACT NUMBER

The Reimbursable Contract will have a contract number assigned by TVA for all parties to use as a reference as part of the invoicing and payment processes.

SECTION 12 - DISPUTE RESOLUTION

If a billing amount dispute arises out of or relates to the Reimbursable Contract, including these Billing and Payment Terms, or the breach thereof, the parties agree to use their best efforts to resolve such a dispute informally at the lowest possible levels of decisionmaking. Such a dispute not resolved at the working level should be referred to higher levels of management of both parties for consideration, as necessary. If said dispute cannot be so settled, the parties further agree to develop and use consensual alternative dispute resolution processes, such as facilitation and mediation to try in good faith to settle said dispute, before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may, for example, try to resolve the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules.

SECTION 13 - RESTRICTION OF BENEFITS

No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of the Reimbursable Contract or to any benefit that may arise from it unless the agreement be made with a corporation for its general benefit. The other party to the Reimbursable Contract shall not offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as

provided in 5 C.F.R. part 2635 (as amended, supplemented, or replaced). Breach of this provision shall constitute a material breach of the Reimbursable Contract.

SECTION 14 - CONFORMANCE WITH WORK SCOPE AND COST ESTIMATE

It is recognized that depending on the nature or extent of the work involved, the Reimbursable Contract may include a detailed work scope and a cost estimate (or cost limitation) for work subject to reimbursement based on actual costs incurred. In that case, the Billing Party shall use its best efforts to perform the work within the specified work scope and cost estimate. If at any time the Billing Party becomes aware that the actual costs will likely exceed the cost estimate by 15 percent or more, the Billing Party shall use its best efforts to obtain concurrence or resolution with the Billed Party regarding such cost estimate overrun. This shall include notification of the Billed Party in writing of the cost estimate overrun together with a revised cost estimate and an explanation for the cost estimate overrun so as to provide the Billed Party an opportunity for input and/or consultation. For work or services in excess of the work scope, unless mutually agreed by the parties in advance (such as in the form of an amendment to the Reimbursable Contract), the Billing Party shall not be obligated to perform such work or services, and the Billed Party shall not be obligated to pay for such work or services. The Billing Party may elect to suspend the work in question until it has obtained concurrence or resolution with the Billed Party regarding work in excess of the work scope and/or cost estimate.

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**AEP INDUSTRIES INC.,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY**

Date: September 24, 2012

VII Contract No. 6586

TV-59578A, Supp. No. 118

THIS AGREEMENT will confirm the understandings among AEP INDUSTRIES INC. (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on February 22, 2013. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$149,625.09
2	\$152,460.92
3	\$153,982.64
4	\$153,982.64
5	\$153,982.64

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bills to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company (a) gives notice to terminate the power supply contract under which power is supplied to Company's Qualifying Plant or (b) materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

It is expressly recognized that (a) should Company provide notice to terminate its power supply contract which would become effective prior to the completion of the Award Period, Company shall cease to qualify for VII pursuant to A.2.2 of the VII Award Application and (b) Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII. It is further recognized that Company shall not be required to repay any award amounts to TVA under 7.3 below solely as a result of such termination notice, so long as Company did not receive Bill Credits during any period when it did not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided

for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law,

(a) TVA and Distributor will not disclose, except to each other, confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent, and

(b) Company shall not disclose those documents or their contents except to the following:

(i) TVA or Distributor;

(ii) Company's auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company upon conclusion of the auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants;

(iii) Company's affiliates, provided that (1) the disclosure is not to a competitor of TVA or Distributor, and (2) Company shall inform its affiliates of the confidential nature of the information and shall be responsible for any breaches of this provision by its affiliates in the same manner and to the same extent as if the breach had been made by Company. As used in the preceding sentence, "affiliates" shall mean, with respect to any entity, any other entity (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 entity. For this purpose, "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.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:
Plant Manager
AEP Industries Inc.
123 Williamette Lane
Bowling Green, Kentucky 42101

To Distributor:
President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

Notwithstanding the information provided by Company on page 2 of the attached VII Award Application, the parties acknowledge and agree that Company will be on a 5-Year Load-Tracking payment schedule.

SECTION 14 - ENTIRE AGREEMENT

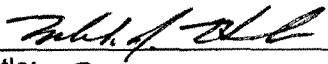
All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

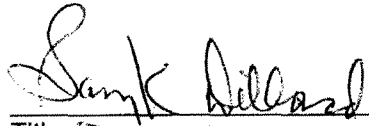
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

AEP INDUSTRIES INC.

By 
Title: PLANT MANAGER

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: PRES. & CEO

TENNESSEE VALLEY AUTHORITY

By 
Senior Manager
Power Contracts

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**THE SUN PRODUCTS CORPORATION,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,**
And
TENNESSEE VALLEY AUTHORITY

Date: December 10, 2012

VII Contract No. 6747

TV-59578A, Supp. No. 119

THIS AGREEMENT will confirm the understandings among THE SUN PRODUCTS CORPORATION (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this agreement.

SECTION 2 - TERM

This agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this agreement. Company shall allow Distributor, TVA, and their agents and employees, free access, at any time during normal working hours and upon reasonable notice, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this agreement and the final settlement and conclusion of all issues arising out of this agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on March 17, 2013. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$328,430.69
2	\$328,430.69
3	\$328,430.69
4	\$328,430.69
5	\$328,430.69

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bills to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall immediately notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company (a) gives notice to terminate the power supply contract under which power is supplied to Company's Qualifying Plant or (b) materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

It is expressly recognized that (a) should Company provide notice to terminate its power supply contract which would become effective prior to the completion of the Award Period, Company shall cease to qualify for VII pursuant to A.2.2 of the VII Award Application and (b) Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII. It is further recognized that Company shall not be required to repay any award amounts to TVA under 7.3 below solely as a result of such termination notice, so long as Company did not receive Bill Credits during any period when it did not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided

for under section 7.1 of this agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law,

(a) TVA and Distributor will not disclose, except to each other, confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's consent, and

(b) Company shall not disclose those documents or their contents except to the following:

(i) TVA or Distributor;

(ii) Company's auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company upon conclusion of the auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants;

(iii) Company's affiliates, provided that (1) the disclosure is not to a competitor of TVA or Distributor, and (2) Company shall inform its affiliates of the confidential nature of the information and shall be responsible for any breaches of this provision by its affiliates in the same manner and to the same extent as if the breach had been made by Company. As used in the preceding sentence, "affiliates" shall mean, with respect to any entity, any other entity (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 entity. For this purpose, "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.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

Corporate Purchasing Director
The Sun Products Corporation
385 Southwood Court
Bowling Green, Kentucky 42101

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

Notwithstanding the information provided by Company on page 2 of the attached VII Award Application, the parties acknowledge and agree that the selected VII payment schedule is 5-Yr Load-Tracking.

SECTION 14 - ENTIRE AGREEMENT

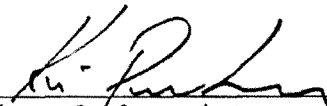
All terms and conditions with respect to this agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

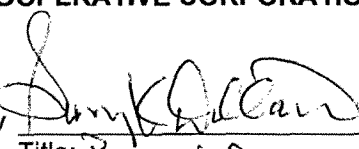
This agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

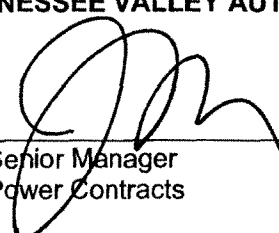
THE SUN PRODUCTS CORPORATION

By 
Title: *Y.P. Associate General Counsel*
11/21/2012

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: *PRES, f CEO*

TENNESSEE VALLEY AUTHORITY

By 
Senior Manager
Power Contracts

AGREEMENT
Between
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION
And
TENNESSEE VALLEY AUTHORITY

Date: January 14, 2013

TV-59578A, Supp. No. 120

THIS AGREEMENT, made and entered into between WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), a cooperative corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

WITNESSETH:

WHEREAS, TVA and Distributor have entered into a contract dated May 7, 1982, as amended (Power Contract), under which Distributor purchases its entire requirements for electric power and energy from TVA for resale; and

WHEREAS, Distributor and The Sun Products Corporation (Company) have entered into a power supply contract dated February 1, 2008 (Company Contract), under which Company purchases power from Distributor for a remaining term of at least five years for the operation of Company's plant in Bowling Green, Kentucky; and

WHEREAS, TVA, Distributor, and Company have entered into an agreement of even date herewith (5 MR Agreement) covering arrangements for Distributor and Company to participate in TVA's 5 Minute Response (5 MR) Interruptible Program under which a portion of Company's contract demand will be designated as 5 MR interruptible power; and

WHEREAS, the parties wish to supplement and amend the Power Contract and to enter into such other arrangements as are necessary between TVA and Distributor with respect to Distributor providing service to Company under the 5 MR Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the provisions of the TVA Act, the parties mutually agree as follows:

SECTION 1 - TERM OF AGREEMENT

This agreement shall become effective as of the effective date of the 5 MR Agreement, and shall continue in effect until expiration or termination of the 5 MR Agreement, or of the Power Contract, whichever first occurs.

SECTION 2 - BILLING DATA

2.1 **Metering Data**. Data obtained from the metering facilities referred to in section 5 of this agreement will be used (a) by Distributor for the purposes of determining the power and energy taken by Company and (b) by TVA for determining applicable adjustments for Distributor's wholesale bill.

2.2 **Billing Data Supplied by Distributor**. As a condition for TVA making 5 MR available to Distributor, Distributor shall provide TVA the following information related to Company's power and energy takings under the 5 MR program.

2.2.1 **Bills to Company**. To facilitate TVA's preparation of the bill to Distributor for power and energy made available under the Power Contract, each month Distributor shall furnish to TVA a copy of Distributor's bill to Company for power and energy made available under the Company Contract.

2.2.2 **5 MR Data**. Distributor shall also provide such other information related to Company's power and energy takings as TVA may require, including but not limited to, any charges associated with 5 MR, 5 MR credits, and Credit Reduction Charges.

SECTION 3 - ADJUSTMENTS TO DISTRIBUTOR'S WHOLESAL BILLING

In calculating the wholesale bill each month for Distributor, the following steps will be taken with respect to Company:

3.1 **Demand and Energy Charges**. Distributor will be billed demand and energy charges as provided in the wholesale rate schedule (Wholesale Schedule), which is contained in the Schedule of Rates and Charges attached to and made a part of the Power Contract, for the demand and the energy deemed to have been taken by Company under the Company Contract and the 5 MR Agreement.

3.2 **5 MR Credits**. TVA will apply a credit to the wholesale power bill equal to any 5 MR credit applied to Company's bill in accordance with the 5 MR Agreement.

3.3 **Credit Reduction Charges**. In the event that any Credit Reduction Charges are applied to Company's bill in accordance with the 5 MR Agreement, the amount of the Credit Reduction Charges will be included in a subsequent wholesale bill as provided for in section 4 below.

3.4 **Administrative Costs Charge**. An amount equal to the portion of the Administrative Costs Charge billed to Company (in accordance with the 5 MR Agreement) which is for coverage of TVA's costs will be included as part of the wholesale bill. It is recognized that the current total charge to Company each month includes \$350 allocated for TVA costs, which allocation shall not be increased without a corresponding increase of the total Administrative Costs Charge applicable under the 5 MR Agreement. TVA and Distributor also agree to coordinate, and to cooperate with each other to implement, any increase of said total Administrative Costs Charge that the other party deems necessary to address any increase in its costs.

3.5 Adjustment 3 of Wholesale Schedule. It is expressly recognized that Adjustment 3 to the Wholesale Schedule shall apply; provided, however, that the amount owed by Distributor under Adjustment 3 shall be reduced by the amount calculated to reduce Company's bill under subsection 3.2.1 of the 5 MR Agreement.

SECTION 4 - CREDIT REDUCTION CHARGES

(a) In the event that any Credit Reduction Charges are applied to Company's bill in accordance with the 5 MR Agreement, except as otherwise provided in (b) below, the amount of the Credit Reduction Charges will be included in the wholesale bill for the first wholesale billing month occurring at least 60 days after the date that such Credit Reduction Charge is to be paid by Company.

(b) In the event that Company fails to pay any Credit Reduction Charges when due:

(i) Distributor shall promptly notify TVA in writing. Within 90 days after the date on which Company becomes past due in the payment of any Credit Reduction Charges, Distributor, after consultation with TVA, shall institute litigation to enforce payment. To the extent determined by TVA to be appropriate, TVA will assist Distributor in such efforts. Upon failure of Distributor to do so, TVA may institute such litigation in the name of Distributor, or in the name of TVA, or in the name of both, and any actions taken by TVA in connection with such litigation shall be binding on Distributor.

(ii) The amounts applicable under (a) above shall accrue but shall not become payable by Distributor until collection is made from Company. If all legal remedies are pursued, Distributor's payment obligations to TVA shall be limited to the amount recovered from Company reduced by the costs (not recovered from the Company) reasonably incurred by Distributor in the prosecution of such litigation.

SECTION 5 - METERING FACILITIES

5.1 Revenue Meter. It is recognized and agreed that Distributor is responsible for providing, installing, and maintaining the meter and associated equipment which in TVA's judgment are needed for determining the amounts of power and energy associated with 5 MR. Such metering facilities shall include a solid-state type revenue meter (Revenue Meter) capable of remote telephone access. Distributor will, at its expense, provide the equipment and materials and perform the work necessary to install the Revenue Meter. Thereafter, Distributor shall test, calibrate, operate, maintain, repair, and replace all facilities in the metering installation.

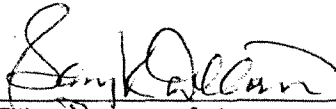
5.2 Remote Access. In accordance with guidelines or specifications furnished or approved by TVA, Distributor shall provide or otherwise arrange for a telephone circuit (or an alternative system approved by TVA) and all other equipment necessary to allow remote access by TVA to the metering data recorded by the Revenue Meter under the 5 MR Agreement.

5.3 Access by TVA. Distributor agrees for TVA to have access to the data stored in the Revenue Meter through the telephone circuit (or alternative system approved under 5.2 above) and will provide to TVA any information necessary for the exercise

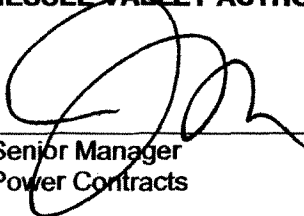
of such access. Distributor further grants to TVA access to the metering facilities for the purpose of confirmation of the metering data being received by telephone. The use of the telephone circuit and access to the metering data will be coordinated by TVA's and Distributor's operating representatives to ensure unrestricted access by TVA for data retrieval purposes during such periods as specified by TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: President/CEO

TENNESSEE VALLEY AUTHORITY

By 
Senior Manager
Power Contracts

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
**KOBE ALUMINUM AUTOMOTIVE PRODUCTS LLC,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,**
And
TENNESSEE VALLEY AUTHORITY

Date: April 12, 2013

VII Contract No. 7178

TV-59578A, Supp. No. 121

THIS AGREEMENT will confirm the understandings among KOBE ALUMINUM AUTOMOTIVE PRODUCTS LLC (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this Agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this Agreement.

SECTION 2 - TERM

This Agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this Agreement subject to the provisions of section 10 of this Agreement. Company shall allow Distributor, TVA, and their agents and employees, access, during normal working hours and upon advance reasonable notice and the signing of any necessary confidentiality documents, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this Agreement and the final settlement and conclusion of all issues arising out of this Agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on May 1, 2015. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$428,816.95
2	\$428,816.95
3	\$285,877.97
4	\$285,877.97
5	\$285,877.97

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bills to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall promptly notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this Agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this Agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company (a) gives notice to terminate the power supply contract under which power is supplied to Company's Qualifying Plant or (b) materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this Agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this Agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

It is expressly recognized that (a) should Company provide notice to terminate its power supply contract which would become effective prior to the completion of the Award Period, Company

shall cease to qualify for VII pursuant to A.2.2 of the VII Award Application and (b) Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII. It is further recognized that Company shall not be required to repay any award amounts to TVA under 7.3 below solely as a result of such termination notice, so long as Company did not receive Bill Credits during any period when it did not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this Agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this Agreement.

It is recognized that Company and Distributor have previously entered into an Enhanced Growth Credit (EGC) Participation Agreement, effective May 1, 2007 (2007 Agreement).

It is expressly recognized and agreed that, as of the Effective Date of this agreement, Company shall not receive Credits for any amount by which Total Metered Demand exceeds 2,444 kW (which amount is the Company's average Total Metered Demand for the 12 months preceding the date of the Award Application). Therefore, it is further expressly recognized and agreed that during the remaining term of the 2007 Agreement, in any month that the

Company's Total Metered Demand is at least 2,444 kW, Company will receive a Credit for 2,444 kW.

It is expressly recognized and agreed that the 2007 Agreement will terminate effective May 1, 2015.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided for under section 7.1 of this Agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this Agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this Agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law,

(a) TVA and Distributor will not disclose, except to each other, confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's written consent, and

(b) Company shall not disclose those documents or their contents except to the following:

(i) TVA or Distributor;

(ii) Company's employees, representatives, auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company or destroyed upon conclusion of an auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants;

(iii) Company's affiliates, provided that (1) the disclosure is not to a competitor of TVA or Distributor, and (2) Company shall inform its affiliates of the confidential nature of the information and shall be responsible for any breaches of this provision by its affiliates in the same manner and to the same extent as if the breach had been made by Company. As used

in the preceding sentence, "affiliates" shall mean, with respect to any entity, any other entity (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 entity. For this purpose, "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.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this Agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:
Corporate Secretary
Kobe Aluminum Automotive Products LLC
One Kobe Way
Bowling Green, Kentucky 42101

To Distributor:
President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

Notwithstanding the information provided by Company on pages 1 and 2 of the attached VII Award Application, the parties acknowledge and agree that Customer's legal name for VII Contract is "Kobe Aluminum Automotive Products LLC."

SECTION 14 - ENTIRE AGREEMENT


All terms and conditions with respect to this Agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this Agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

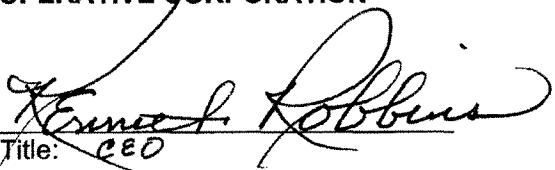
This Agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

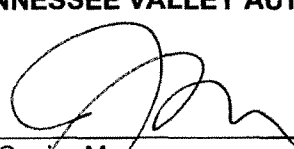
KOBE ALUMINUM AUTOMOTIVE PRODUCTS LLC

By 
Title: *Corp Secretary*

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: *CEO*

TENNESSEE VALLEY AUTHORITY

By 
Senior Manager
Power Contracts

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT
Among
DANAFILMS,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY**

Date: April 19, 2013

VII Contract No. 7179

TV-59578A, Supp. No. 122

THIS AGREEMENT will confirm the understandings among DANAFILMS (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this Agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this Agreement.

SECTION 2 - TERM

This Agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this Agreement subject to the provisions of section 10 of this Agreement. Company shall allow Distributor, TVA, and their agents and employees, access, during normal working hours and upon advance reasonable notice and the signing of any necessary confidentiality documents, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this Agreement and the final settlement and conclusion of all issues arising out of this Agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on August 4, 2013. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$414,970.05
2	\$576,308.54
3	\$627,313.91
4	\$703,729.62
5	\$788,652.39

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bills to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall promptly notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this Agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this Agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company (a) gives notice to terminate the power supply contract under which power is supplied to Company's Qualifying Plant or (b) materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this Agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this Agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

It is expressly recognized that (a) should Company provide notice to terminate its power supply contract which would become effective prior to the completion of the Award Period, Company shall cease to qualify for VII pursuant to A.2.2 of the VII Award Application and (b) Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII. It is further recognized that Company shall not be required to repay any award amounts to TVA under 7.3 below solely as a result of such termination notice, so long as Company did not receive Bill Credits during any period when it did not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this Agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this Agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided

for under section 7.1 of this Agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this Agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this Agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law,

(a) TVA and Distributor will not disclose, except to each other, confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's written consent, and

(b) Company shall not disclose those documents or their contents except to the following:

(i) TVA or Distributor;

(ii) Company's employees, representatives, auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company or destroyed upon conclusion of an auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants;

(iii) Company's affiliates, provided that (1) the disclosure is not to a competitor of TVA or Distributor, and (2) Company shall inform its affiliates of the confidential nature of the information and shall be responsible for any breaches of this provision by its affiliates in the same manner and to the same extent as if the breach had been made by Company. As used in the preceding sentence, "affiliates" shall mean, with respect to any entity, any other entity (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 entity. For this purpose, "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.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this Agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:

Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 2
Nashville, Tennessee 37214

To Company:

President
Danafilms
270 Reasonover Drive
Franklin, Kentucky 42134

To Distributor:

President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

The parties acknowledge and agree that definition A.1.9 for "Nonconforming Loads" on Page 3 of the attached VII Award Application is being replaced with the following language:

A.1.9 "Nonconforming Loads" shall mean electrical loads which use power intermittently, subject the TVA system to extreme fluctuations, have a total contract demand of more than 50 MW, and have one or more of the following characteristics:

- (a) expected load swings of approximately 50 MW or more and ramp rates of approximately 10 MW or more per minute,
- (b) loads with expected daily reactive power ramp rates of 50 MVAR or more per minute,
- (c) loads known to create voltage flicker exceeding the limits set out in the Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or
- (d) loads known to create harmonic current distortions exceeding the limits set out in IEEE Standard 519.

SECTION 14 - ENTIRE AGREEMENT

All terms and conditions with respect to this Agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this Agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

This Agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

SECTION 16 - PREVIOUS ARRANGEMNTS

The parties have previously entered into a VII participation agreement dated February 28, 2011, numbered VII Contract No. 4458, TV-59578A, Supp. No. 100 (2011 Contract). The parties hereby terminate the 2011 Contract, provided, however, that Company shall receive Bill Credits pursuant to the 2011 Contract through the July 2013 Billing Month. Furthermore, the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3 and 10 of the 2011 Contract shall continue in effect until the obligations of the parties are fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

DANAFILMS

By Franklin A Smith
Title: President

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By Sam K Dillard
Title: PRESI & CEO

TENNESSEE VALLEY AUTHORITY

By [Signature]
Senior Manager
Power Contracts

April 1, 2013

RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT
Between
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (DISTRIBUTOR)
And
TENNESSEE VALLEY AUTHORITY (TVA)

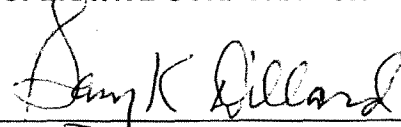
Distributor and TVA agree to substitute the new resale rate schedule specified in (a) below, a copy of which is attached, as Exhibit A to this agreement, for the resale rate schedule specified in (b) below, which, as adjusted, is now in effect as a part of the Schedule of Rates and Charges attached to and made a part of the Power Contract, TV-59578A, dated May 7, 1982, as amended (Power Contract), between TVA and Distributor. This substitution is to be effective for all bills rendered from resale meter readings taken for revenue months of Distributor beginning with the April 2013 revenue month. The parties further agree that the revised Adjustment Addendum to said Schedule of Rates and Charges attached as Exhibit B to this agreement shall apply to the charges provided for by the attached schedule specified in (a) below.

- (a) New resale rate schedule:
Outdoor Lighting Rate--Schedule LS (April 2013)

- (b) Existing resale rate schedule:
Outdoor Lighting Rate--Schedule LS (April 2011)

It is understood that, upon execution of this agreement by TVA and Distributor, all references in the Power Contract to the existing resale rate schedule specified in (b) above, or to any predecessor schedules, shall be deemed to refer to the new resale rate schedule specified in (a) above.

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: President & CEO

Rate schedule substitution agreed to as of
the date first above written.

TENNESSEE VALLEY AUTHORITY

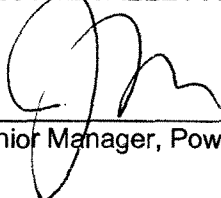
By 
Senior Manager, Power Contracts

EXHIBIT A
To
RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT

WARREN RURAL ELECTRIC COOPERATIVE CORPORATION

OUTDOOR LIGHTING RATE--SCHEDULE LS

(April 2013)

Availability

Available for service to street and park lighting systems, traffic signal systems, athletic field lighting installations, and outdoor lighting for individual customers.

Service under this schedule is for a term of not less than 1 year.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Adjustment

The energy charge in Part A and Part B of this rate schedule shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, the energy charge in Part A and Part B of this rate schedule shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

PART A--CHARGES FOR STREET AND PARK LIGHTING SYSTEMS, TRAFFIC SIGNAL SYSTEMS, AND ATHLETIC FIELD LIGHTING INSTALLATIONS

I. Energy Charge:

Summer Period 3.684¢ per kWh per month

Winter Period 3.684¢ per kWh per month

Transition Period 3.684¢ per kWh per month

II. Facility Charge

The annual facility charge shall be 12 percent of the installed cost to Distributor's electric system of the facilities devoted to street and park lighting service specified in this Part A. Such installed cost shall be recomputed on July 1 of each year, or more often if substantial changes in the facilities are made. Each month, one-twelfth of the then total annual facility charge shall be billed to the customer. If any part of the facilities has not been provided at the electric

system's expense or if the installed cost of any portion thereof is reflected on the books of another municipality or agency or department, the annual facility charge shall be adjusted to reflect properly the remaining cost to be borne by the electric system.

Traffic signal systems and athletic field lighting installations shall be provided, owned, and maintained by and at the expense of the customer, except as Distributor may agree otherwise in accordance with the provisions of the paragraph next following in this section II. The facilities necessary to provide service to such systems and installations shall be provided by and at the expense of Distributor's electric system, and the annual facility charge provided for first above in this section II shall apply to the installed cost of such facilities.

When so authorized by policy duly adopted by Distributor's governing board, traffic signal systems and athletic field lighting installations may be provided, owned, and maintained by Distributor's electric system for the customer's benefit. In such cases Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such system or installation and shall require payment by the customer of a facility charge sufficient to cover all of Distributor's costs (except reimbursed costs), including appropriate overheads, of providing, owning, and maintaining such system or installation; provided that, for athletic field lighting installations, such facility charge shall in no case be less than 12 percent per year of such costs. Said facility charge shall be in addition to the annual facility charge on the facilities necessary to provide service to such system or installation as provided for in the preceding paragraph. Replacement of lamps and related glassware for traffic signal systems and athletic field lighting installations provided under this paragraph shall be paid for under the provisions of paragraph A in Section IV.

III. Customer Charge - Traffic Signal Systems and Athletic Field Lighting Installations.

Distributor shall apply a uniform monthly customer charge of \$2.50 for service to each traffic signal system or athletic field lighting installation.

IV. Replacement of Lamps and Related Glassware - Street and Park Lighting

Customer shall be billed and shall pay for replacements as provided in paragraph B below, which shall be applied to all service for street and park lighting.

- A. Distributor shall bill the customer monthly for such replacements during each month at Distributor's cost of materials, including appropriate storeroom expense.
- B. Distributor shall bill the customer monthly for one-twelfth of the amount by which Distributor's cost of materials, including appropriate storeroom expense, exceeds the product of 3 mills multiplied by the number of kilowatthours used for street and park lighting during the fiscal year immediately preceding the fiscal year in which such month occurs.

Metering

For any billing month or part of such month in which the energy is not metered or for which a meter reading is found to be in error or a meter is found to have failed, the energy for billing purposes for that billing month or part of such month shall be computed from the rated capacity of the lamps (including ballast) plus 5 percent of such capacity to reflect secondary circuit losses, multiplied by the number of hours of use.

Revenue and Cost Review

Distributor's costs of providing service under Part A of this rate schedule are subject to review at any time and from time to time to determine if Distributor's revenues from the charges being applied are sufficient to cover its costs. (Such costs, including applicable overheads, include, but are not limited to, those incurred in the operation and maintenance of the systems provided and those resulting from depreciation and payments for taxes, tax equivalents and interest.) If any such review discloses that revenues are either less or more than sufficient to cover said costs, Distributor shall revise the above facility charges so that revenues will be sufficient to cover said costs. Any such revision of the annual facility charge provided for first above in section II of Part A of this rate schedule shall be by agreement between Distributor and TVA.

PART B--CHARGES FOR OUTDOOR LIGHTING FOR INDIVIDUAL CUSTOMERS

Charges Per Fixture Per Month

<u>(a) Type of Fixture</u>	<u>Lamp Size</u>		<u>Rated</u>	<u>Facility</u>
	<u>(Watts)</u>	<u>(Lumens)</u>	<u>kWh</u>	<u>Charge</u>
<u>(1) Security Lights:</u>				
Mercury Vapor or Incandescent	175	7,650	70	\$5.02
	400	19,100	155	\$9.31
High Pressure Sodium	100	8,550	42	\$6.50
LED	60	5,200	21	\$6.91
<u>(2) Flood Lights:</u>				
High Pressure Sodium	100	8,550	42	\$7.83
	250	23,000	105	\$9.66
	400	45,000	165	\$10.74
Metal Halide	400	23,700	165	\$10.95
<u>(b) Energy Charge: For each lamp size under (a) above,</u>				
	Summer Period	3.684¢ per kWh per month		
	Winter Period	3.684¢ per kWh per month		
	Transition Period	3.684¢ per kWh per month		

Additional Facilities

The above charges in this Part B are limited to service from a photoelectrically controlled standard lighting fixture installed on a pole already in place. If the customer wishes to have the fixture installed at a location other than on a pole already in place, Distributor may apply an additional monthly charge.

Lamp Replacements

Replacements of lamps and related glassware will be made in accordance with replacement policies of Distributor without additional charge to the customer.

Special Outdoor Lighting Installations

When so authorized by policy duly adopted by Distributor's governing board, special outdoor lighting installations (other than as provided for under Parts A and B above) may be provided, owned, and maintained by Distributor's electric system. In such cases Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such installation and shall require payment by the customer of monthly charges sufficient to cover all of Distributor's costs (except reimbursed costs), including appropriate overheads, or providing, owning, and maintaining such installations, and making lamp replacements.

Service is subject to Rules and Regulations of Distributor.

EXHIBIT B
To
RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT

TENNESSEE VALLEY AUTHORITY
ADJUSTMENT ADDENDUM
TO
SCHEDULE OF RATES AND CHARGES
FOR

WARREN RURAL ELECTRIC COOPERATIVE CORPORATION

(Effective 10/01/2011), Revised 4/01/2013

The following table lists the adjustments applicable to the designated rate schedules. All adjustments shall be applicable to bills rendered from meter readings taken for TVA and Distributor's monthly billing cycles scheduled to begin on or after the effective date of this Adjustment Addendum. As provided for by the previous Adjustment Addendum dated October 1, 2003 (Environmental Adjustment), the amounts listed under each column (1) are designated, subject to any future Rate Adjustment or Rate Change, to remain in effect for ten (10) years from the effective date of said Environmental Adjustment.

		Wholesale Power Rate Schedule		
		(1)	(2)	(3)
STANDARD SERVICE				
<u>Schedule WS-TOU</u>				
Demand Charges				
Summer	Add	\$0.50	+	\$0.29
Winter	Add	\$0.50	+	\$0.26
Transition	Add	\$0.50	+	\$0.26
Energy Charges				
Summer	Add	0.186¢	+	0.107¢ + A _m
Winter	Add	0.186¢	+	0.099¢ + A _m
Transition	Add	0.186¢	+	0.095¢ + A _m
 <u>Schedule WS-MTOU *****</u>				
<u>Sche</u> Demand Charges				
Summer	Add	\$0.50	+	\$0.29
Winter	Add	\$0.50	+	\$0.26
Transition	Add	\$0.50	+	\$0.26
Energy Charges				
Summer	Add	0.186¢	+	0.107¢ + A _m
Winter	Add	0.186¢	+	0.099¢ + A _m
Transition	Add	0.186¢	+	0.095¢ + A _m
 <u>Schedule WS-MDE *****</u>				
Demand Charges				
Summer	Add	\$0.50	+	\$0.29
Winter	Add	\$0.50	+	\$0.26
Transition	Add	\$0.50	+	\$0.26
Energy Charges				
Summer	Add	0.186¢	+	0.107¢ + A _m
Winter	Add	0.186¢	+	0.099¢ + A _m
Transition	Add	0.186¢	+	0.095¢ + A _m

*Applicable also to the third component of the demand charge

**Applicable also the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

STANDARD SERVICE

Resale Schedules

(1) (2) (3)

Residential Service

Schedule RS

Energy Charge

Summer

Add 0.306¢ + 0.182¢ + (1.08124 x A_m)

Winter

Add 0.306¢ + 0.174¢ + (1.08124 x A_m)

Transition

Add 0.306¢ + 0.169¢ + (1.08124 x A_m)

General Power Service

Schedule GSA

Part 1

Energy Charge

Summer

Add 0.354¢ + 0.195¢ + (1.06264 x A_m)

Winter

Add 0.354¢ + 0.186¢ + (1.06264 x A_m)

Transition

Add 0.354¢ + 0.181¢ + (1.06264 x A_m)

Part 2

Demand Charge

Summer

Excess over 50 kW

Add \$0.48 + \$0.30

Winter

Excess over 50 kW

Add \$0.48 + \$0.27

Transition

Excess over 50 kW

Add \$0.48 + \$0.27

Energy Charge

Summer

First 15,000 kWh

Add 0.198¢ + 0.195¢ + (1.06264 x A_m)

Additional kWh

Add 0.194¢ + 0.096¢ + (1.04139 x A_m)

Winter

First 15,000 kWh

Add 0.198¢ + 0.186¢ + (1.06264 x A_m)

Additional kWh

Add 0.194¢ + 0.096¢ + (1.04139 x A_m)

Transition

First 15,000 kWh

Add 0.198¢ + 0.181¢ + (1.06264 x A_m)

Additional kWh

Add 0.194¢ + 0.096¢ + (1.04139 x A_m)

Part 3

Demand Charge

Summer

First 1,000 kW

Add \$0.60 + \$0.29

Excess over 1,000 kW *

Add \$0.60 + \$0.36

Winter

First 1,000 kW

Add \$0.60 + \$0.27

Excess over 1,000 kW *

Add \$0.60 + \$0.34

Transition

First 1,000 kW

Add \$0.60 + \$0.27

Excess over 1,000 kW *

Add \$0.60 + \$0.34

Energy Charge

Summer

Add 0.199¢ + 0.096¢ + (1.04139 x A_m)

Winter

Add 0.199¢ + 0.096¢ + (1.04139 x A_m)

Transition

Add 0.199¢ + 0.096¢ + (1.04139 x A_m)

*Applicable also to the third component of the demand charge

**Applicable also the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

Outdoor Lighting Service

Schedule LS Part A and B

Energy Charge

Summer

Add 0.207¢ + 0.079¢ + (1.08124 x A_m)

Winter

Add 0.207¢ + 0.079¢ + (1.08124 x A_m)

Transition

Add 0.207¢ + 0.079¢ + (1.08124 x A_m)

Drainage Pumping Station

Schedule DPS

Energy Charge

Summer

Add N/A + N/A + (N/A x A_m)

Winter

Add N/A + N/A + (N/A x A_m)

Transition

Add N/A + N/A + (N/A x A_m)

Residential Service

Schedule TRS

Energy Charge

Summer

Onpeak

Add N/A + N/A + (N/A x A_m)

Offpeak

Add N/A + N/A + (N/A x A_m)

Winter

Onpeak

Add N/A + N/A + (N/A x A_m)

Offpeak

Add N/A + N/A + (N/A x A_m)

Transition

All Offpeak

Add N/A + N/A + (N/A x A_m)

General Power Service

Schedule TGSA

Part 1

Energy Charge

Summer

Onpeak

Add N/A + N/A + (N/A x A_m)

Offpeak

Add N/A + N/A + (N/A x A_m)

Winter

Onpeak

Add N/A + N/A + (N/A x A_m)

Offpeak

Add N/A + N/A + (N/A x A_m)

Transition

All Offpeak

Add N/A + N/A + (N/A x A_m)

Part 2

Demand Charge

Summer

Excess over 50 kW

Add N/A + N/A

Winter

Excess over 50 kW

Add N/A + N/A

Transition

Excess over 50 kW

Add N/A + N/A

*Applicable also to the third component of the demand charge

**Applicable also the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

Energy Charge								
Summer								
Onpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)
Offpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)
Winter								
Onpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)
Offpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)
Transition								
All Offpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)

Part 3

Demand Charge								
Summer								
First 1,000 kW	Add	N/A	+	N/A				
Excess over 1,000 kW *	Add	N/A	+	N/A				
Winter								
First 1,000 kW	Add	N/A	+	N/A				
Excess over 1,000 kW *	Add	N/A	+	N/A				
Transition								
First 1,000 kW	Add	N/A	+	N/A				
Excess over 1,000 kW *	Add	N/A	+	N/A				

Energy Charge								
Summer								
Onpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)
Offpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)
Winter								
Onpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)
Offpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)
Transition								
All Offpeak	Add	N/A	+	N/A	+	(	N/A	x A _m)

TOU SERVICE

	Wholesale Power Rate Schedule			Resale Schedules								
	(1)	(2)	(3)	(1)	(2)	(3)						
General Power Service												
<u>Schedule TDGSA</u>												
Demand Charge												
Summer Period												
Onpeak *	Add	\$0.54	+	\$0.43	Add	N/A	+	N/A				
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	N/A	+	N/A				
Winter Period												
Onpeak ****	Add	\$0.29	+	\$0.23	Add	N/A	+	N/A				
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	N/A	+	N/A				
Transition Period	Add	\$0.11	+	\$0.07	Add	N/A	+	N/A				
Energy Charge												
Summer Period												
Onpeak	Add	0.329¢	+	0.208¢ + A _m	Add	N/A	+	N/A	+	(N/A	x A _m)
Offpeak												
First 425 hours ***	Add	0.205¢	+	0.107¢ + A _m	Add	N/A	+	N/A	+	(N/A	x A _m)
Next 195 hours	Add	0.139¢	+	0.053¢ + A _m	Add	N/A	+	N/A	+	(N/A	x A _m)
Additional kWh	Add	0.082¢	+	0.007¢ + A _m	Add	N/A	+	N/A	+	(N/A	x A _m)

*Applicable also to the third component of the demand charge

**Applicable also the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

Winter Period									
Onpeak	Add	0.220¢	+	0.119¢ + A _m	Add	N/A	+	N/A	+ (N/A x A _m)
Offpeak									
First 425 hours ***	Add	0.205¢	+	0.107¢ + A _m	Add	N/A	+	N/A	+ (N/A x A _m)
Next 195 hours	Add	0.139¢	+	0.053¢ + A _m	Add	N/A	+	N/A	+ (N/A x A _m)
Additional kWh	Add	0.082¢	+	0.007¢ + A _m	Add	N/A	+	N/A	+ (N/A x A _m)
Transition Period									
First 425 hours ***	Add	0.205¢	+	0.107¢ + A _m	Add	N/A	+	N/A	+ (N/A x A _m)
Next 195 hours	Add	0.139¢	+	0.053¢ + A _m	Add	N/A	+	N/A	+ (N/A x A _m)
Additional kWh	Add	0.082¢	+	0.007¢ + A _m	Add	N/A	+	N/A	+ (N/A x A _m)

Schedule GSB

Demand Charge

Summer Period

Onpeak *	Add	\$0.54	+	\$0.43	Add	\$0.56	+	\$0.45
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08

Winter Period

Onpeak ****	Add	\$0.29	+	\$0.23	Add	\$0.30	+	\$0.24
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08

Transition Period

	Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08
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Energy Charge

Summer Period

Onpeak	Add	0.329¢	+	0.208¢ + A _m	Add	0.339¢	+	0.214¢ + (1.03000 x A _m)
Offpeak								
First 425 hours ***	Add	0.205¢	+	0.107¢ + A _m	Add	0.211¢	+	0.110¢ + (1.03000 x A _m)
Next 195 hours	Add	0.139¢	+	0.053¢ + A _m	Add	0.143¢	+	0.055¢ + (1.03000 x A _m)
Additional kWh	Add	0.082¢	+	0.007¢ + A _m	Add	0.084¢	+	0.007¢ + (1.03000 x A _m)

Winter Period

Onpeak	Add	0.220¢	+	0.119¢ + A _m	Add	0.227¢	+	0.122¢ + (1.03000 x A _m)
Offpeak								
First 425 hours ***	Add	0.205¢	+	0.107¢ + A _m	Add	0.211¢	+	0.110¢ + (1.03000 x A _m)
Next 195 hours	Add	0.139¢	+	0.053¢ + A _m	Add	0.143¢	+	0.055¢ + (1.03000 x A _m)
Additional kWh	Add	0.082¢	+	0.007¢ + A _m	Add	0.084¢	+	0.007¢ + (1.03000 x A _m)

Transition Period

First 425 hours ***	Add	0.205¢	+	0.107¢ + A _m	Add	0.211¢	+	0.110¢ + (1.03000 x A _m)
Next 195 hours	Add	0.139¢	+	0.053¢ + A _m	Add	0.143¢	+	0.055¢ + (1.03000 x A _m)
Additional kWh	Add	0.082¢	+	0.007¢ + A _m	Add	0.084¢	+	0.007¢ + (1.03000 x A _m)

Schedule GSC

Demand Charge

Summer Period

Onpeak *	Add	\$0.54	+	\$0.43	Add	\$0.56	+	\$0.45
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08

Winter Period

Onpeak ****	Add	\$0.29	+	\$0.23	Add	\$0.30	+	\$0.24
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08

Transition Period

	Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08
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*Applicable also to the third component of the demand charge

**Applicable also the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

Energy Charge					
Summer Period					
Onpeak	Add	0.316¢	+	0.197¢ + A _m	Add 0.325¢ + 0.203¢ + (1.03000 x A _m)
Offpeak					
First 425 hours ***	Add	0.196¢	+	0.099¢ + A _m	Add 0.202¢ + 0.103¢ + (1.03000 x A _m)
Next 195 hours	Add	0.130¢	+	0.045¢ + A _m	Add 0.134¢ + 0.047¢ + (1.03000 x A _m)
Additional kWh	Add	0.073¢	+	-0.001¢ + A _m	Add 0.075¢ + -0.001¢ + (1.03000 x A _m)
Winter Period					
Onpeak	Add	0.210¢	+	0.110¢ + A _m	Add 0.216¢ + 0.114¢ + (1.03000 x A _m)
Offpeak					
First 425 hours ***	Add	0.196¢	+	0.099¢ + A _m	Add 0.202¢ + 0.103¢ + (1.03000 x A _m)
Next 195 hours	Add	0.130¢	+	0.045¢ + A _m	Add 0.134¢ + 0.047¢ + (1.03000 x A _m)
Additional kWh	Add	0.073¢	+	-0.001¢ + A _m	Add 0.075¢ + -0.001¢ + (1.03000 x A _m)
Transition Period					
First 425 hours ***	Add	0.196¢	+	0.099¢ + A _m	Add 0.202¢ + 0.103¢ + (1.03000 x A _m)
Next 195 hours	Add	0.130¢	+	0.045¢ + A _m	Add 0.134¢ + 0.047¢ + (1.03000 x A _m)
Additional kWh	Add	0.073¢	+	-0.001¢ + A _m	Add 0.075¢ + -0.001¢ + (1.03000 x A _m)

Schedule GSD

Demand Charge					
Summer Period					
Onpeak *	Add	\$0.54	+	\$0.43	Add \$0.56 + \$0.45
Excess Offpeak	Add	\$0.11	+	\$0.07	Add \$0.11 + \$0.08
Winter Period					
Onpeak ****	Add	\$0.29	+	\$0.23	Add \$0.30 + \$0.24
Excess Offpeak	Add	\$0.11	+	\$0.07	Add \$0.11 + \$0.08
Transition Period	Add	\$0.11	+	\$0.07	Add \$0.11 + \$0.08

Energy Charge					
Summer Period					
Onpeak	Add	0.310¢	+	0.193¢ + A _m	Add 0.319¢ + 0.199¢ + (1.03000 x A _m)
Offpeak					
First 425 hours ***	Add	0.186¢	+	0.092¢ + A _m	Add 0.192¢ + 0.095¢ + (1.03000 x A _m)
Next 195 hours	Add	0.120¢	+	0.038¢ + A _m	Add 0.124¢ + 0.039¢ + (1.03000 x A _m)
Additional kWh	Add	0.064¢	+	-0.008¢ + A _m	Add 0.066¢ + -0.008¢ + (1.03000 x A _m)
Winter Period					
Onpeak	Add	0.201¢	+	0.104¢ + A _m	Add 0.207¢ + 0.107¢ + (1.03000 x A _m)
Offpeak					
First 425 hours ***	Add	0.186¢	+	0.092¢ + A _m	Add 0.192¢ + 0.095¢ + (1.03000 x A _m)
Next 195 hours	Add	0.120¢	+	0.038¢ + A _m	Add 0.124¢ + 0.039¢ + (1.03000 x A _m)
Additional kWh	Add	0.064¢	+	-0.008¢ + A _m	Add 0.066¢ + -0.008¢ + (1.03000 x A _m)
Transition Period					
First 425 hours ***	Add	0.186¢	+	0.092¢ + A _m	Add 0.192¢ + 0.095¢ + (1.03000 x A _m)
Next 195 hours	Add	0.120¢	+	0.038¢ + A _m	Add 0.124¢ + 0.039¢ + (1.03000 x A _m)
Additional kWh	Add	0.064¢	+	-0.008¢ + A _m	Add 0.066¢ + -0.008¢ + (1.03000 x A _m)

*Applicable also to the third component of the demand charge

**Applicable also the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

Manufacturing Service

Schedule TDMSA

Demand Charge

Summer Period

Onpeak *	Add	\$0.54	+	\$0.43	Add	N/A	+	N/A
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	N/A	+	N/A

Winter Period

Onpeak ****	Add	\$0.29	+	\$0.23	Add	N/A	+	N/A
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	N/A	+	N/A
Transition Period	Add	\$0.11	+	\$0.07	Add	N/A	+	N/A

Energy Charge

Summer Period

Onpeak	Add	0.276¢	+	0.164¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)
Offpeak										
First 425 hours ***	Add	0.153¢	+	0.064¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)
Next 195 hours	Add	0.086¢	+	0.010¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)
Additional kWh	Add	0.030¢	+	-0.036¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)

Winter Period

Onpeak	Add	0.168¢	+	0.077¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)
Offpeak										
First 425 hours ***	Add	0.153¢	+	0.064¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)
Next 195 hours	Add	0.086¢	+	0.010¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)
Additional kWh	Add	0.030¢	+	-0.036¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)
Transition Period										
First 425 hours ***	Add	0.153¢	+	0.064¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)
Next 195 hours	Add	0.086¢	+	0.010¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)
Additional kWh	Add	0.030¢	+	-0.036¢ + A _m	Add	N/A	+	N/A	+	(N/A x A _m)

Schedule MSB

Demand Charge

Summer Period

Onpeak *	Add	\$0.54	+	\$0.43	Add	\$0.56	+	\$0.45
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08

Winter Period

Onpeak ****	Add	\$0.29	+	\$0.23	Add	\$0.30	+	\$0.24
Excess Offpeak	Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08
Transition Period	Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08

Energy Charge

Summer Period

Onpeak	Add	0.276¢	+	0.164¢ + A _m	Add	0.284¢	+	0.169¢	+	(1.03000 x A _m)
Offpeak										
First 425 hours ***	Add	0.153¢	+	0.064¢ + A _m	Add	0.158¢	+	0.066¢	+	(1.03000 x A _m)
Next 195 hours	Add	0.086¢	+	0.010¢ + A _m	Add	0.089¢	+	0.011¢	+	(1.03000 x A _m)
Additional kWh	Add	0.030¢	+	-0.036¢ + A _m	Add	0.031¢	+	-0.037¢	+	(1.03000 x A _m)

Winter Period

Onpeak	Add	0.168¢	+	0.077¢ + A _m	Add	0.173¢	+	0.079¢	+	(1.03000 x A _m)
Offpeak										
First 425 hours ***	Add	0.153¢	+	0.064¢ + A _m	Add	0.158¢	+	0.066¢	+	(1.03000 x A _m)
Next 195 hours	Add	0.086¢	+	0.010¢ + A _m	Add	0.089¢	+	0.011¢	+	(1.03000 x A _m)
Additional kWh	Add	0.030¢	+	-0.036¢ + A _m	Add	0.031¢	+	-0.037¢	+	(1.03000 x A _m)

*Applicable also to the third component of the demand charge

**Applicable also the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

Transition Period								
First 425 hours ***	Add	0.153¢	+	0.064¢ + A _m	Add	0.158¢	+	0.066¢ + (1.03000 x A _m)
Next 195 hours	Add	0.086¢	+	0.010¢ + A _m	Add	0.089¢	+	0.011¢ + (1.03000 x A _m)
Additional kWh	Add	0.030¢	+	-0.036¢ + A _m	Add	0.031¢	+	-0.037¢ + (1.03000 x A _m)

Schedule MSC

Demand Charge

Summer Period

Onpeak *

Excess Offpeak

Winter Period

Onpeak ****

Excess Offpeak

Transition Period

Add	\$0.54	+	\$0.43	Add	\$0.56	+	\$0.45
Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08
Add	\$0.29	+	\$0.23	Add	\$0.30	+	\$0.24
Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08
Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08

Energy Charge

Summer Period

Onpeak

Offpeak

 First 425 hours ***

 Next 195 hours

 Additional kWh

Winter Period

Onpeak

Offpeak

 First 425 hours ***

 Next 195 hours

 Additional kWh

Transition Period

 First 425 hours ***

 Next 195 hours

 Additional kWh

Add	0.279¢	+	0.166¢ + A _m	Add	0.287¢	+	0.171¢ + (1.03000 x A _m)
Add	0.153¢	+	0.064¢ + A _m	Add	0.158¢	+	0.066¢ + (1.03000 x A _m)
Add	0.086¢	+	0.010¢ + A _m	Add	0.089¢	+	0.010¢ + (1.03000 x A _m)
Add	0.029¢	+	-0.036¢ + A _m	Add	0.030¢	+	-0.037¢ + (1.03000 x A _m)
Add	0.169¢	+	0.077¢ + A _m	Add	0.174¢	+	0.079¢ + (1.03000 x A _m)
Add	0.153¢	+	0.064¢ + A _m	Add	0.158¢	+	0.066¢ + (1.03000 x A _m)
Add	0.086¢	+	0.010¢ + A _m	Add	0.089¢	+	0.010¢ + (1.03000 x A _m)
Add	0.029¢	+	-0.036¢ + A _m	Add	0.030¢	+	-0.037¢ + (1.03000 x A _m)
Add	0.153¢	+	0.064¢ + A _m	Add	0.158¢	+	0.066¢ + (1.03000 x A _m)
Add	0.086¢	+	0.010¢ + A _m	Add	0.089¢	+	0.010¢ + (1.03000 x A _m)
Add	0.029¢	+	-0.036¢ + A _m	Add	0.030¢	+	-0.037¢ + (1.03000 x A _m)

Schedule MSD

Demand Charge

Summer Period

Onpeak *

Excess Offpeak

Winter Period

Onpeak ****

Excess Offpeak

Transition Period

Add	\$0.54	+	\$0.43	Add	\$0.56	+	\$0.45
Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08
Add	\$0.29	+	\$0.23	Add	\$0.30	+	\$0.24
Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08
Add	\$0.11	+	\$0.07	Add	\$0.11	+	\$0.08

Energy Charge

Summer Period

Onpeak

Offpeak

 First 425 hours ***

 Next 195 hours

 Additional kWh

Add	0.271¢	+	0.161¢ + A _m	Add	0.279¢	+	0.166¢ + (1.03000 x A _m)
Add	0.146¢	+	0.059¢ + A _m	Add	0.150¢	+	0.061¢ + (1.03000 x A _m)
Add	0.080¢	+	0.005¢ + A _m	Add	0.082¢	+	0.005¢ + (1.03000 x A _m)
Add	0.023¢	+	-0.041¢ + A _m	Add	0.024¢	+	-0.042¢ + (1.03000 x A _m)

*Applicable also to the third component of the demand charge

**Applicable also to the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

Winter Period									
Onpeak	Add	0.161¢	+	0.072¢ + A _m	Add	0.166¢	+	0.074¢ + (1.03000 x A _m)	
Offpeak									
First 425 hours ***	Add	0.146¢	+	0.059¢ + A _m	Add	0.150¢	+	0.061¢ + (1.03000 x A _m)	
Next 195 hours	Add	0.080¢	+	0.005¢ + A _m	Add	0.082¢	+	0.005¢ + (1.03000 x A _m)	
Additional kWh	Add	0.023¢	+	-0.041¢ + A _m	Add	0.024¢	+	-0.042¢ + (1.03000 x A _m)	
Transition Period									
First 425 hours ***	Add	0.146¢	+	0.059¢ + A _m	Add	0.150¢	+	0.061¢ + (1.03000 x A _m)	
Next 195 hours	Add	0.080¢	+	0.005¢ + A _m	Add	0.082¢	+	0.005¢ + (1.03000 x A _m)	
Additional kWh	Add	0.023¢	+	-0.041¢ + A _m	Add	0.024¢	+	-0.042¢ + (1.03000 x A _m)	

**SEASONAL DEMAND
AND ENERGY SERVICE**

General Power Service

Schedule SGSB

Demand Charge

Summer Period **	Add	\$0.82	+	\$0.58	Add	\$0.84	+	\$0.60
Winter Period **	Add	\$0.57	+	\$0.40	Add	\$0.59	+	\$0.41
Transition Period **	Add	\$0.38	+	\$0.26	Add	\$0.39	+	\$0.27

Energy Charge

Summer Period	Add	0.180¢	+	0.071¢ + A _m	Add	0.185¢	+	0.073¢ + (1.03000 x A _m)
Winter Period	Add	0.164¢	+	0.059¢ + A _m	Add	0.169¢	+	0.061¢ + (1.03000 x A _m)
Transition Period	Add	0.160¢	+	0.056¢ + A _m	Add	0.165¢	+	0.058¢ + (1.03000 x A _m)

Schedule SGSC

Demand Charge

Summer Period **	Add	\$0.82	+	\$0.58	Add	\$0.84	+	\$0.60
Winter Period **	Add	\$0.57	+	\$0.40	Add	\$0.59	+	\$0.41
Transition Period **	Add	\$0.38	+	\$0.26	Add	\$0.39	+	\$0.27

Energy Charge

Summer Period	Add	0.181¢	+	0.071¢ + A _m	Add	0.186¢	+	0.074¢ + (1.03000 x A _m)
Winter Period	Add	0.164¢	+	0.059¢ + A _m	Add	0.169¢	+	0.061¢ + (1.03000 x A _m)
Transition Period	Add	0.161¢	+	0.057¢ + A _m	Add	0.166¢	+	0.059¢ + (1.03000 x A _m)

Schedule SGSD

Demand Charge

Summer Period **	Add	\$0.96	+	\$0.69	Add	\$0.99	+	\$0.71
Winter Period **	Add	\$0.71	+	\$0.50	Add	\$0.73	+	\$0.52
Transition Period **	Add	\$0.52	+	\$0.37	Add	\$0.54	+	\$0.38

Energy Charge

Summer Period	Add	0.152¢	+	0.051¢ + A _m	Add	0.157¢	+	0.053¢ + (1.03000 x A _m)
Winter Period	Add	0.138¢	+	0.040¢ + A _m	Add	0.142¢	+	0.042¢ + (1.03000 x A _m)
Transition Period	Add	0.134¢	+	0.038¢ + A _m	Add	0.138¢	+	0.039¢ + (1.03000 x A _m)

Manufacturing Service

Schedule SMSB

Demand Charge

Summer Period **	Add	\$0.71	+	\$0.50	Add	\$0.73	+	\$0.52
Winter Period **	Add	\$0.46	+	\$0.32	Add	\$0.47	+	\$0.33
Transition Period **	Add	\$0.27	+	\$0.18	Add	\$0.28	+	\$0.18

*Applicable also to the third component of the demand charge

**Applicable also the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

Energy Charge								
Summer Period	Add	0.150¢	+	0.049¢ + A _m	Add	0.155¢	+	0.050¢ + (1.03000 x A _m)
Winter Period	Add	0.132¢	+	0.035¢ + A _m	Add	0.136¢	+	0.037¢ + (1.03000 x A _m)
Transition Period	Add	0.127¢	+	0.032¢ + A _m	Add	0.131¢	+	0.033¢ + (1.03000 x A _m)

Schedule SMSC

Demand Charge								
Summer Period **	Add	\$0.71	+	\$0.50	Add	\$0.73	+	\$0.52
Winter Period **	Add	\$0.46	+	\$0.32	Add	\$0.47	+	\$0.33
Transition Period **	Add	\$0.27	+	\$0.18	Add	\$0.28	+	\$0.18

Energy Charge								
Summer Period	Add	0.149¢	+	0.048¢ + A _m	Add	0.153¢	+	0.049¢ + (1.03000 x A _m)
Winter Period	Add	0.132¢	+	0.035¢ + A _m	Add	0.136¢	+	0.036¢ + (1.03000 x A _m)
Transition Period	Add	0.127¢	+	0.032¢ + A _m	Add	0.131¢	+	0.033¢ + (1.03000 x A _m)

Schedule SMSD

Demand Charge								
Summer Period **	Add	\$0.82	+	\$0.58	Add	\$0.84	+	\$0.60
Winter Period **	Add	\$0.57	+	\$0.40	Add	\$0.59	+	\$0.41
Transition Period **	Add	\$0.38	+	\$0.26	Add	\$0.39	+	\$0.27

Energy Charge								
Summer Period	Add	0.120¢	+	0.027¢ + A _m	Add	0.124¢	+	0.028¢ + (1.03000 x A _m)
Winter Period	Add	0.106¢	+	0.017¢ + A _m	Add	0.109¢	+	0.018¢ + (1.03000 x A _m)
Transition Period	Add	0.103¢	+	0.015¢ + A _m	Add	0.106¢	+	0.015¢ + (1.03000 x A _m)

The amounts applicable for Am under column (3) in this Adjustment Addendum shall be determined each month by applying data from TVA's forecasts of TVA's actual operations, as well as actual data when it becomes available in accordance with the formula below. TVA will endeavor to publish the calculated amounts 20 days in advance of the month of application (but shall in no event publish these calculated amounts any later than 15 days in advance of the month of application), and such amounts will be applicable to bills rendered from meter readings taken for TVA and Distributor monthly billing cycles beginning on and after the effective date of this Adjustment Addendum.

*Applicable also to the third component of the demand charge

**Applicable also the second component of the demand charge

***Applicable also to minimum offpeak energy

****Applicable also to the third component of the demand charge and the second component of the Transition demand charge

*****Reflects October 2012 optional wholesale agreements

$$A_m = \frac{CF_m + DAR_m}{95\%}$$

A_m = The monthly FCA adjustment to be applied to the kilowatt-hour sales during the current monthly billing period and rounded to the nearest one-thousandth of a cent per kilowatt-hour.

m = a particular month

CF_m = The core FCA adjustment for a particular month. $CF_m = (FF_m / SF_m)$

FF = TVA's estimate of FA (as described below) for month m , based on the latest TVA Financial Forecast.

SF = TVA's estimate of SA (as described below) for month m , based on the latest TVA Financial Forecast.

DAR_m = The adjustment that collects a portion of DA (as described below) in a month, rounded to the nearest one-thousandth of a cent.

$$DAR_m = R \times DA_m / FiSF_m$$

R = The collection ratio of 50%.

FiSF = TVA's estimate of FISA (as described below) for month m , based on the latest TVA Financial Forecast.

DA = The deferred account that provides the true-up adjustment necessary to reconcile prior estimates to actual data, which shall be computed with the formulas below.

$$DA_m = \overbrace{GLDA_{m-2}}^{\text{General Ledger DA Balance}} - \overbrace{DAR_{m-1} \times FiSF_{m-1}}^{\text{Estimate of DAR collections prior months}}$$

FISA = Actual TVA firm-based rate energy sales (in kWh) for month m , as recorded in TVA's General Ledger with specific accounts 442000, 445000, 447000, 447100, and 448000 (or such similar or successor accounts as may be prescribed by FERC in the future).

GLDA = The general ledger deferred account balance that flows through to the balance sheet.

$$GLDA_m = \overbrace{GLDA_{m-1}}^{\text{Accumulated General Ledger DA Balance}} + \overbrace{TU_m}^{\text{Core FCA True-Up}} + \overbrace{GLD_m}^{\text{DA Amortization}}$$

TU_m = The core true-up amount. $TU_m = (FiSA_m / SA_m) * FA_m - GLR_m$

FA = Actual total fuel and purchased power expenses (in cents) under the framework and accounts provided below (or such similar or successor accounts as may be prescribed by FERC in the future).

- (1) Fossil Fuel Expense - Account 501 - Direct cost of fuel burned in TVA coal plants, including transportation and fuel treatments. Costs to be excluded are lease payments for rail cars, maintenance on rail cars, sampling and fuel analysis, and fuel handling expenses in unloading fuel from shipping media and the handling of fuel up to the point where fuel enters the bunker or other boiler-house structure.
- (2) Reagents Expense - Account 501.L - Cost of emission reagents such as limestone and ammonia that are directly related to the level of generation output.
- (3) Allowances Expense - Account 509 - Cost of emission allowance expense such as SO₂ and NO_x that are directly related to the level of generation output.
- (4) Nuclear Fuel Expense - Account 518 - Cost of nuclear fuel amortization expense dependent upon burn, including DOE spent fuel disposal charges.
- (5) Gas Turbine Fuel Expense - Account 547 - Direct cost of gas and oil burned in TVA plants, including transportation. Costs to be excluded are costs of gas storage facilities and sampling and fuel analysis that do not vary with changes in generation volume.
- (6) Purchased Power Expense - Account 555 - Energy cost of purchased power to serve native load demand or to displace higher cost generation. Costs to be excluded are fixed demand or capacity payments in tolling agreements and purchased power agreements that do not vary with volume and costs of purchased power linked to off-system sales transactions.
- (7) Audit Expenses - TVA's actual expenses incurred as the result of third party expenses for FCA audits.

SA = Actual total TVA energy sales (in kWh) for month m , as recorded in TVA's General Ledger with specific accounts 442000, 445000, 447000, 447100, and 448000 (or such similar or successor accounts as may be prescribed by FERC in the future), excluding any displacement sales reflected in account 447100.

GLD_m = Actual TVA DAR revenue (DA amortization) for month m , for firm-based energy sales, as recorded in TVA's General Ledger with specific accounts 442000, 445000, 447000, 447100, and 448000 (or such similar or successor accounts as may be prescribed by FERC in the future).

GLR_m = Actual TVA Core FCA Revenue for month m , for firm-based energy sales, as recorded in TVA's General Ledger with specific accounts 442000, 445000, 447000, 447100, and 448000 (or such similar or successor accounts as may be prescribed by FERC in the future).

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT**
Among
ALPLA, INC.,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY

Date: APRIL 25, 2013

VII Contract No. 7294

TV-59578A, Supp. No. 124

THIS AGREEMENT will confirm the understandings among ALPLA, INC. (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this Agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this Agreement.

SECTION 2 - TERM

This Agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this Agreement subject to the provisions of Section 10 of this Agreement. Company shall allow Distributor, TVA, and their agents and employees, access, during normal working hours and upon advance reasonable notice and the signing of any necessary confidentiality documents, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this Agreement and the final settlement and conclusion of all issues arising out of this Agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on Company's seventh monthly power bill after (a) the date of Company's VII Award Application or (b) the Commercial Operation Date, whichever is later. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$136,419.08
2	\$136,419.08
3	\$90,946.05
4	\$90,946.05
5	\$90,946.05

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bills to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall promptly notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this Agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,
- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this Agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company (a) gives notice to terminate the power supply contract under which power is supplied to Company's Qualifying Plant or (b) materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this Agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this Agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

It is expressly recognized that (a) should Company provide notice to terminate its power supply contract which would become effective prior to the completion of the Award Period, Company shall cease to qualify for VII pursuant to A.2.2 of the VII Award Application and (b) Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII. It is further recognized that Company shall not be required to repay any award amounts to TVA under 7.3 below solely as a result of such termination notice, so long as Company did not receive Bill Credits during any period when it did not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this Agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit (EGC) participation agreement during the term of this Agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided

for under section 7.1 of this Agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this Agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this Agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law,

(a) TVA and Distributor will not disclose, except to each other, confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's written consent, and

(b) Company shall not disclose those documents or their contents except to the following:

(i) TVA or Distributor;

(ii) Company's employees, representatives, auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company or destroyed upon conclusion of an auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants;

(iii) Company's affiliates, provided that (1) the disclosure is not to a competitor of TVA or Distributor, and (2) Company shall inform its affiliates of the confidential nature of the information and shall be responsible for any breaches of this provision by its affiliates in the same manner and to the same extent as if the breach had been made by Company. As used in the preceding sentence, "affiliates" shall mean, with respect to any entity, any other entity (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 entity. For this purpose, "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.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this Agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 6D
Nashville, Tennessee 37214

To Company:
Director of Finance/Corporate Treasurer
Alpla, Inc.
289 Highway 155 South
McDonough, Georgia 30253

To Distributor:
President and CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

13.1 Capital Investment. Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Year 1 projection for Capital Investment is \$0.

13.2 Full-Time Equivalent Employees. Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Average Full-Time Equivalent Employee count for the Start Up Period is 0.

13.3 Nonconforming Loads. The parties acknowledge and agree that definition A.1.9 for "Nonconforming Loads" on Page 3 of the attached VII Award Application is being replaced with the following language:

A.1.9 "Nonconforming Loads" shall mean electrical loads which use power intermittently, subject the TVA system to extreme fluctuations, have a total contract demand of more than 50 MW, and have one or more of the following characteristics:

- (a) expected load swings of approximately 50 MW or more and ramp rates of approximately 10 MW or more per minute,
- (b) loads with expected daily reactive power ramp rates of 50 MVAR or more per minute,
- (c) loads known to create voltage flicker exceeding the limits set out in the Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or
- (d) loads known to create harmonic current distortions exceeding the limits set out in IEEE Standard 519.

SECTION 14 - ENTIRE AGREEMENT

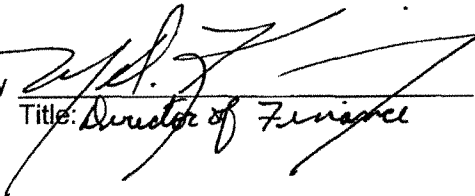
All terms and conditions with respect to this Agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this Agreement not expressly contained herein.

SECTION 15 - SUCCESSORS AND ASSIGNS

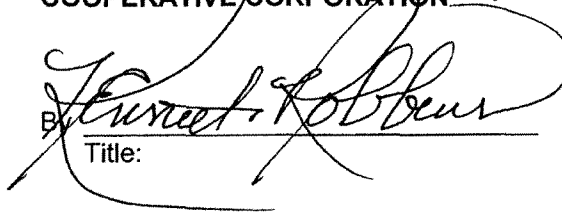
This Agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

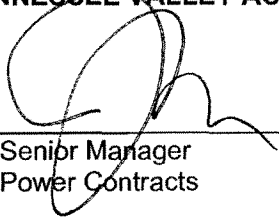
ALPLA, INC.

By 
Title: *Director of Finance*

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title:

TENNESSEE VALLEY AUTHORITY

By 
Senior Manager
Power Contracts

**VALLEY INVESTMENT INITIATIVE
PARTICIPATION AGREEMENT
Among
INPLAST INDUSTRIES USA, LLC,
WARREN RURAL ELECTRIC COOPERATIVE CORPORATION,
And
TENNESSEE VALLEY AUTHORITY**

Date: OCTOBER 1, 2013

VII Contract No. 7765

TV-59578A, Supp. No. 126

THIS AGREEMENT will confirm the understandings among INPLAST INDUSTRIES USA, LLC (Company), WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), and TENNESSEE VALLEY AUTHORITY (TVA) with respect to Company's participation in the Valley Investment Initiative (VII) being jointly conducted by Distributor and TVA.

It is understood and agreed that:

SECTION 1 - DEFINITIONS

Underlined terms used in this Agreement are defined in Company's "Valley Investment Initiative Award Application" (VII Award Application) which is attached to and made a part of this Agreement.

SECTION 2 - TERM

This Agreement shall become effective on the date first written above (Effective Date), and shall continue in effect through the end of the Award Period described below, except that the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 below shall continue in effect until the obligations of the parties under them are fulfilled.

SECTION 3 - ELIGIBILITY FOR VII

3.1 Company's Certification. Company's eligibility for the VII award provided for in section 4 below is based on TVA's determination that Company meets the criteria of a Qualifying Customer at Company's Qualifying Plant. It is expressly recognized that such determination is based on information provided and certified by Company in the VII Award Application.

3.2 Access to Records. Company shall keep and make available accurate records and books of accounts related to Company's VII Metrics, as well as data to support compliance with the terms and conditions of this Agreement subject to the provisions of Section 10 of this Agreement. Company shall allow Distributor, TVA, and their agents and employees, access, during normal working hours and upon advance reasonable notice and the signing of any necessary confidentiality documents, to all such books, records, and other documents of Company until the completion of all close-out procedures respecting this Agreement and the final settlement and conclusion of all issues arising out of this Agreement.

SECTION 4 - VII AWARDS

Based on Company's projections and the information contained in the VII Award Application, Company will be eligible to receive a VII award in the form of monthly credits on Company's bill for firm power provided to the Qualifying Plant (Bill Credits) beginning on December 18, 2013. Except as otherwise provided below, Distributor shall apply the monthly Bill Credits for each year of the 5-year period in amounts equal to 1/12 of the Maximum Annual Award amounts set out in the table below.

Year	Maximum Annual Award
1	\$103,283.99
2	\$103,283.99
3	\$68,855.99
4	\$68,855.99
5	\$68,855.99

Company shall not be eligible for and will not earn or receive any Bill Credits for any amount that exceeds the amount of Company's monthly power bill(s) attributable to Company's Qualifying Plant in any given month. In the event that Company receives more than one power bill in any month for its Qualifying Plant, Distributor may distribute the Bill Credit among multiple power bills to ensure that the VII credit on any power bill does not exceed the total retail amount of that power bill.

SECTION 5 - REPORTING BY COMPANY

5.1 Annual Reporting. Within 60 days after the end of each 12-month period of the Evaluation Period, Company shall provide TVA a report certified by Company's duly authorized officer (Annual Certification), and verified by Distributor pursuant to section 6.1 below, updating the information and projections provided in Company's VII Award Application and showing Company's VII Metrics for the most recent Evaluation Period year. The Annual Certification shall be in a form furnished by TVA.

5.2 Continuing Reporting Obligation. Company shall promptly notify Distributor and TVA of any material changes in the information provided in its VII Award Application or its Annual Certifications. Upon receipt of such notice, TVA may at that time take the steps outlined in section 7 below.

SECTION 6 - DATA SUPPLIED BY DISTRIBUTOR

6.1 Annual Certification. It is recognized that Company's eligibility to receive the Bill Credits provided for in this Agreement is based on information provided by Company and, where applicable, verified by Distributor in Company's VII Award Application and Annual Certifications. Distributor shall review Company's Annual Certification each year and, where requested by TVA, shall certify the accuracy of certain items, including:

- (a) Company's payment history under its power supply contract with Distributor,

- (b) total kWh usage and highest Total Metered Demand of Company's Qualifying Plant for each of the previous 12 months, and
- (c) whether Company's Qualifying Plant is a Nonconforming Load.

6.2 Monthly Data. It is recognized that Distributor may be responsible for providing and maintaining metering facilities which are capable of recording the data specified in items (b) and (c) above. If requested by TVA, Distributor shall make available to TVA any such meter data necessary for TVA to verify Company's eligibility for participation in VII or calculate Bill Credits under this Agreement. Upon request, Distributor shall also furnish to TVA a copy of Company's power bill each month, which shall itemize the amount of any Bill Credit for that month, and any other information related to Company's eligibility for and participation in VII as TVA may reasonably request.

6.3 Other Information. Distributor shall promptly notify TVA if Company (a) gives notice to terminate the power supply contract under which power is supplied to Company's Qualifying Plant or (b) materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract.

SECTION 7 - AWARD ADJUSTMENT AND RECOVERY

7.1 Annual Award Adjustments. Each year, and immediately upon receipt of any notice pursuant to sections 5.1 and 5.2 above, TVA will calculate adjusted Maximum Annual Awards (Adjusted Awards) for the Evaluation Period. The Adjusted Awards will be calculated by applying the information, projections, and VII Metrics provided in Company's Annual Certification or notice to the same formula that was used in calculating the Maximum Annual Awards set out in the tabulation in section 4 above, except that the total kWh usage and highest Total Metered Demand for each month in the previous year will be used in the calculation in place of Company's projections for that period. If the Adjusted Awards are less than the Maximum Annual Awards for those years set out in section 4 above, the sum of Company's monthly Bill Credits in the remaining Award Period years will be equal to the Adjusted Awards for the remaining Award Period minus the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's Annual Certification or notice. Notwithstanding TVA's calculation of Adjusted Awards, it is expressly recognized that Company shall neither earn nor receive in any month Bill Credits greater than 1/12 the Maximum Annual Awards set out above.

7.2 Disqualification. During the term of this Agreement, TVA will use Company's VII Metrics and other information available to TVA during the Evaluation Period and Award Period to determine whether Company remains eligible to participate in VII. If at any time during the term of this Agreement TVA determines that Company ceases to qualify for VII, the Bill Credits provided under section 4 above shall be discontinued. At such time, if any, during the Award Period that Company provides certification that it again meets the VII eligibility requirements set forth in the VII Award Application, the Bill Credits will resume. Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII.

It is expressly recognized that (a) should Company provide notice to terminate its power supply contract which would become effective prior to the completion of the Award Period, Company shall cease to qualify for VII pursuant to A.2.2 of the VII Award Application and (b) Company shall not be eligible for and will not earn or receive any Bill Credits for those periods when it does not qualify for VII. It is further recognized that Company shall not be required to repay any award amounts to TVA under 7.3 below solely as a result of such termination notice, so long as Company did not receive Bill Credits during any period when it did not qualify for VII.

7.3 Award Recovery. Company shall not be eligible to receive Bill Credits under section 4 above and this Agreement shall be deemed to have automatically and immediately terminated if at any time any of the following occurs:

- (a) Company fails to make the required Minimum Capital Investment;
- (b) Company provides materially false information on its VII Award Application or Annual Certifications;
- (c) Company fails to notify TVA of material changes in information provided in its VII Award Application or Annual Certification;
- (d) Company materially breaches the power supply contract under which power is supplied to Company's Qualifying Plant or materially breaches any overlay, supplement, or amendment to that contract, such that Distributor either suspends or terminates power supply, or suspends or terminates any product or other arrangements made available as an overlay, supplement, or amendment to the power supply contract;
- (e) Company's power supply contract otherwise expires or is terminated without being renewed or replaced by a power supply contract meeting the requirements of the VII Award Application; or
- (f) Company ceases commercial operation of its Qualifying Plant.

Promptly upon receipt of an invoice, Company shall immediately pay to Distributor any and all award amounts paid to Company during any period when Company was ineligible to receive Bill Credits as well as any and all award amounts in excess of those to which Company was entitled based on its actual VII Metrics.

7.4 Final Adjustment and Recovery. Upon receipt of Company's final Annual Certification and calculation of the corresponding Adjusted Award, Company's remaining monthly Bill Credits will be reduced by the difference between the monthly Bill Credits Company received and the amount that the Bill Credits would have been if they had been calculated using the VII Metrics provided in Company's final Annual Certification. In the event that the remaining Bill Credits are insufficient to recover the difference, Company shall immediately pay to Distributor the unrecovered balance of the difference.

SECTION 8 - ENHANCED GROWTH CREDIT

It is understood and agreed that Company and Distributor shall not enter into an Enhanced Growth Credit participation agreement during the term of this Agreement.

SECTION 9 - WHOLESALE ADJUSTMENTS

9.1 Company Credit. Each month Distributor shall apply the Bill Credit to Company's power bill(s). TVA shall notify Distributor of (a) any adjustment to the Bill Credits provided

for under section 7.1 of this Agreement and (b) any discontinuance of Bill Credits in accordance with sections 7.2, 7.3, or 7.4 of this Agreement.

9.2 Distributor Credit. TVA will apply a monthly credit to Distributor's wholesale power bill equal to the Bill Credit applied by Distributor to Company's bill in that month.

9.3 Award Recovery. In the event that under the provisions of section 7.3 of this Agreement it is determined that Company received Bill Credits for which it was not eligible, Distributor and TVA shall fully cooperate in (a) endeavoring to collect from Company any amounts due under said sections 7.3 and/or 7.4 and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Company. The obligations of this paragraph shall survive any expiration or termination of the VII Participation Agreement until they are discharged.

SECTION 10 - CONFIDENTIALITY

It is expressly recognized that the VII Award Application and the Annual Certification are the property of TVA and are not intended for further distribution. Except as may be otherwise required by law,

(a) TVA and Distributor will not disclose, except to each other, confidential information provided by Company in those documents or confidential information provided pursuant to 3.2 above without Company's written consent, and

(b) Company shall not disclose those documents or their contents except to the following:

(i) TVA or Distributor;

(ii) Company's employees, representatives, auditors or other consultants so long as the disclosure (1) is not to a competitor of TVA or Distributor, (2) is made subject to a nondisclosure agreement entered into by Company's auditors and consultants who will have access to the documents, (3) is made solely on a "need to know" basis, and (4) is made subject to the requirement that all copies of the disclosed documents and contents be returned to Company or destroyed upon conclusion of an auditor's or consultant's work for Company. Company will make reasonable efforts to minimize the amount of any such information disclosed to its auditors or consultants;

(iii) Company's affiliates, provided that (1) the disclosure is not to a competitor of TVA or Distributor, and (2) Company shall inform its affiliates of the confidential nature of the information and shall be responsible for any breaches of this provision by its affiliates in the same manner and to the same extent as if the breach had been made by Company. As used in the preceding sentence, "affiliates" shall mean, with respect to any entity, any other entity (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 entity. For this purpose, "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.

SECTION 11 - NOTICES

11.1 Persons to Receive Notice. Any notice required by this Agreement shall be deemed properly given if delivered in writing to the address specified below: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

To TVA:
Valley Investment Manager
TVA Economic Development
26 Century Blvd., Suite 100 OCP 6D
Nashville, Tennessee 37214

To Company:
General Manager
Inplast Industries USA, LLC
918 Commerce Drive
Leitchfield, Kentucky 42754

To Distributor:
Interim CEO
Warren Rural Electric Cooperative Corporation
Post Office Box 1118
Bowling Green, Kentucky 42102-1118

11.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 12 - WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

SECTION 13 - APPLICATION CORRECTION

13.1 Plant Book Value. Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Plant Book Value at the time of application was \$845,000.

13.2 Enhanced Growth Credits. Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Customer is not currently receiving and will not receive Enhanced Growth Credits.

13.3 Capital Investment. Notwithstanding the information provided by Company on page 1 of the attached VII Award Application, the parties acknowledge and agree that the Capital Investment amount for the Base Year is \$0.

13.4 Customer's Legal Name. Notwithstanding the information provided by Company on page 2 of the attached VII Award Application, the parties acknowledge and agree that the Customer's legal name is Inplast Industries USA, LLC.

13.5 Nonconforming Loads. Notwithstanding the information provided on page 3 of the attached VII Award Application, the parties acknowledge and agree that the definition of "Nonconforming Loads" is as follows:

A.1.9 "Nonconforming Loads" as currently defined, shall mean electrical loads with a total contract demand of more than 50 MW and with one or more of the following characteristics:

- (a) expected load swings of approximately 50 MW or more and ramp rates of approximately 10 MW or more per minute,
- (b) loads with expected daily reactive power ramp rates of 50 MVAR or more per minute,
- (c) loads known to create voltage flicker exceeding the limits set out in the Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or
- (d) loads known to create harmonic current distortions exceeding the limits set out in IEEE Standard 519.

SECTION 14 - ENTIRE AGREEMENT

The parties have previously entered into a VII participation agreement dated July 8, 2011, numbered Contract No. 4826, TV-59578A, Supp. No. 104 (2011 Contract). The parties hereby terminate the 2011 Contract, provided, however, that Company shall receive Bill Credits pursuant to the 2011 Contract through the November 2013 Billing Month. Furthermore, the provisions of sections 3.2, 6.2, 7.3, 7.4, 9.3, and 10 of the 2011 Contract shall continue in effect until the obligations of the parties are fulfilled.

SECTION 15 - ENTIRE AGREEMENT

All terms and conditions with respect to this Agreement are expressly contained herein and Company agrees that no representative or agent of TVA or Distributor has made any representation or promise with respect to this Agreement not expressly contained herein.

SECTION 16 - SUCCESSORS AND ASSIGNS

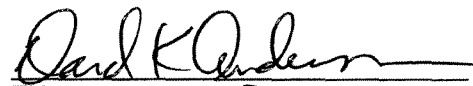
This Agreement may be assigned by TVA, but shall not be assignable by Company or Distributor without written consent of TVA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.


INPLAST INDUSTRIES USA, LLC

By 
Title: GM

**WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION**

By 
Title: INTERIM PRESIDENT

TENNESSEE VALLEY AUTHORITY

By 
Senior Manager
Power Contracts for Jared Mitchell