

APPLICATION: OLA772083

COMPANY INFORMATION

NAME Kyle Estes	COMPANY NAME CMTA ENERGY SOLUTIONS	EMAIL kyle.estes@russellville.kyschools.us
CELL PHONE	DAY PHONE (270) 726-8405	FAX
ADDRESS 1101 West 9th Street, Russellville, KY 42276		

APPLICANT INFORMATION

NAME Risa Miller	COMPANY NAME CMTA INC
PHONE (502) 326-3085	EMAIL rmiller2@cmta.com

SITE 1

SITE NAME RUSSELVILLE HIGH SCHOOL	CONTACT Kyle Estes	ADDRESS 1101 West 9th Street, Russellville, KY 42276
OFFICE NUMBER (270) 726-8405	CELL PHONE	EMAIL kyle.estes@russellville.kyschools.us
FACILITY TYPE School – High School/College	DISTRICT KY	LOCAL POWER COMPANY Russellville Electric Plant Board (KY)
ACCOUNT NUMBER 201783-101788	DISASTER RELATED No	

MEASURES

MEASURE TYPE	MEASURE NAME	ESTIMATED INCENTIVE
HVAC Project Description: This is for DOAS-2, a new Dedicated Outdoor Air System serving the girls locker rooms. It is gas-fired.	60201116–Air Cooled AC–Air Cooled Unitary AC (Single Package) < 65,000 Btu/h–Advanced Tier Install Date: 2025-08-04 Tonnage: 3.8 Efficiencies: EER13.2,IEER19.4	\$665.00
HVAC Project Description: This is for DOAS-1, a new Dedicated Outdoor Air System serving the boys locker rooms.	60201126–Air Cooled AC–Air Cooled Unitary AC (Single & Split System) >= 65000 Btu/h and < 135000 Btu/h–Advanced Tier Install Date: 2025-08-04 Tonnage: 7.3 Efficiencies: EER13,IEER20.3	\$1,277.50
HVAC Project Description: Replacement of existing gas-fired packaged RTU serving gymnasium.	60201156–Air Cooled AC–Air Cooled Unitary AC (Single & Split System) >= 240,000 Btu/h and < 760,000 Btu/h–Advanced Tier Install Date: 2025-08-04 Tonnage: 31	\$5,425.00

Efficiencies: EER9.8,IEER16.2

HVAC Project Description: DOAS-3, Dedicated Outdoor Air System serving classrooms, main corridor, cafeteria, and admin area.	60201156-Air Cooled AC-Air Cooled Unitary AC (Single & Split System) >= 240,000 Btu/h and < 760,000 Btu/h- Advanced Tier Install Date: 2025-08-04 Tonnage: 17.6 Efficiencies: EER10.8,IEER19.4	\$3,080.00
HVAC Project Description: DOAS-4. Dedicated Outdoor Air System serving classrooms and science wing of school.	60201156-Air Cooled AC-Air Cooled Unitary AC (Single & Split System) >= 240,000 Btu/h and < 760,000 Btu/h- Advanced Tier Install Date: 2025-08-04 Tonnage: 31.5 Efficiencies: EER9.8,IEER16.2	\$5,512.50
HVAC Project Description: Replacement of existing electric heat heat pump. 2.5 ton.	60201210-Air Cooled Heat Pump-Air Cooled Unitary Heat Pump (Split System) < 65,000 Btu/h Install Date: 2025-08-04 Tonnage: 2.5 Efficiencies: SEER15.2	\$200.00
HVAC Project Description: New VRF system in front office, and a replacement of an existing VRF system in a classroom.	60201220-VRF-VRF < 65,000 Btu/h Install Date: 2025-08-04 Tonnage: 2 Efficiencies: SEER23.3,EER14.8	\$1,000.00
HVAC Project Description: Replaced an existing end-of-life ground source geothermal water source heat pump with a new one.	60206160-Ground Source Heat Pump- Ground Source Heat Pump Install Date: 2025-08-04 Tonnage: 1 Efficiencies: EER12.4,COP3.7	\$1,000.00
HVAC Project Description: Replacement of existing ground-source unit ventilators with ground-source heat pumps.	60206160-Ground Source Heat Pump- Ground Source Heat Pump Install Date: 2025-08-04 Tonnage: 1 Efficiencies: EER14.22,COP4.36	\$38,000.00
HVAC Project Description: Replacement of existing geothermal unit ventilators with new geothermal water source heat pumps. These are each 1.36 tons each.	60206160-Ground Source Heat Pump- Ground Source Heat Pump Install Date: 2025-08-04 Tonnage: 1 Efficiencies: EER13.63,COP4.26	\$13,000.00
HVAC Project Description: Replacement of existing ground source unit ventilators with ground source heat pumps. These new units are .67 tons each. (Model WSRC1009)	60206160-Ground Source Heat Pump- Ground Source Heat Pump Install Date: 2025-08-04 Tonnage: 1 Efficiencies: EER18.1,COP3.6	\$2,000.00
TOTAL INCENTIVE THIS SITE		\$71,160.00

TOTAL INCENTIVE ALL SITES: \$71,160.00

UPLOADED FILE(S)					
TITLE	FILE SIZE	FILE TYPE	SITE	UPLOADED ON	MODIFIED BY

RUSSELVILLE HIGH SCHOOL_S - Russellville High School HVAC Renovation - Daikin Applied DOAS - REV2 - 2.27.2025.pdf	5,382,379	Specifications	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_S - Russellville High School HVAC Renovation - Daikin Applied RTU - REV1 - 2.27.2025.pdf	2,761,390	Specifications	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_S - Russellville High School HVAC Renovation - Daikin Applied WSHPs - REV2 - 3.25.2025.pdf	10,106,032	Specifications	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_S - Russellville High School HVAC Renovation - Daikin MFG Split - REV1 - 3.25.2025.pdf	3,889,955	Specifications	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_S - Russellville High School HVAC Renovation - Daikin MFG VRV - REV1 - 3.25.2025.pdf	4,135,961	Specifications	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_Mechanical Conformed Set Drawings - FOR CONSTRUCTION.pdf	3,372,128	Scope of Work	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_PO 33270 - DOAS - 1.pdf	224,591	Invoices	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_PO 33270 - DOAS 3 4 and RTU-1.pdf	165,866	Invoices	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_PO 33270 - VRF Split Unit.pdf	143,797	Invoices	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_PO 33270 DOAS-2 - due July 30 2025.pdf	168,743	Invoices	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_PO 33270 WSHP Invoice 1 out of 2 - due July 18 2025.pdf	168,487	Invoices	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_PO 33270 WSHP Invoice 2 out of 2 - due July 30 2025.pdf	175,893	Invoices	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_Russellville Independent High School Renovation - DOAS units Rated as Mixed Air - 10.10.25.pdf	894,652	Models	RUSSELVILLE HIGH SCHOOL	10/10/2025	millerr1
RUSSELVILLE HIGH SCHOOL_Russellville EPB HS Billing.png	46,959	Invoices	RUSSELVILLE HIGH SCHOOL	10/14/2025	millerr1
RUSSELVILLE HIGH SCHOOL_Russellville EPB Latest Bill.png	103,927	Invoices	RUSSELVILLE HIGH SCHOOL	10/14/2025	millerr1

BILL CREDIT**BILL CREDIT**

No

PAY TO**NAME**

Kyle Estes

ADDRESS

355 South Summer Street, Russellville, KY 42276

PHONE

(270) 726-8405

LEGAL COMPANY

Russellville Independent Schools

EMAIL

kyle.estes@russellville.kyschools.us

COMPANY TERMS AND CONDITIONS

Company acknowledges and agrees that:

1. **Definitions:** The following definitions will apply for purposes of these terms and conditions (the "Agreement"):
 - a. The "Program" is the EnergyRight® for Business & Industry Incentive program.
 - b. The "Applicant" is the Preferred Partners Network Member, who is the requester of incentives on behalf of the "Company" identified within the Program application. The "Project" is the scope of work applied for in the Program application associated with this Agreement.
 - c. The "Company" means the legal entity that operates under a single Federal Tax Identification Number, is requesting incentives from TVA, and is a signatory to these Company Terms and Conditions (the "Agreement"), and which is authorizing the "Applicant" to perform work for the "Company" at the facility identified in the Program application (the "Project Site").
 - d. Any TVA right to communicate, provide direction, approve items, receive deliverables, or perform similar actions may be exercised by TVA's Program Administrator, where applicable.
2. **Program Rules and Guidelines:** The Company agrees to all Program rules and guidelines (the "Program Requirements") defined and outlined by TVA at <https://energyright.com/business-industry/incentives/applying-for-incentives/>. The Program Requirements may be modified or terminated at any time by TVA without prior notice; provided, however, that any such modification or termination will only apply to Projects that have not received the Application Approval Notice as of the date of such change.
3. **Communication:** TVA will communicate updates and information regarding the Program application to the Company and/or the owner and/or its local representatives of the Project Site.
4. **Incentive Estimates, Amounts and Caps:**
 - a. A failure by the Company and/or the Applicant to adhere to the Program Requirements may result in the loss of any available incentive(s).
 - b. Any incentive values provided in the Program application or supporting Preferred Partners Energy Calculator (PPEC) are estimates only.
 - c. The incentive amount, if any, that TVA agrees to incentivize on a Project will be identified in a forthcoming email approving Applicant's proposed Project (the "Application Approval Notice").
 - d. Project incentives are capped at \$3,000,000 per Company for each TVA fiscal year (October – September).
 - e. Incentives are subject to the availability of TVA funds. TVA's processing of a Program application may be placed on hold or rejected if applicable Program funds have been exhausted.
 - f. The incentive identified in the Application Approval Notice is subject to change based on submitted documentation, actual equipment installed, post-measurement results, Program Requirements, and/or availability of funds. The incentive value cannot exceed 70% of the Project's material cost, with the exception of commissioning. Projects with incentives greater than \$100,000 will be limited to 40% of available Program funds.
 - g. TVA may suspend or terminate the payment of incentives under this Agreement and Company shall repay any incentives paid by TVA under this Agreement if, at any time prior to the three-year anniversary of TVA providing an email to Company and Applicant providing final approval of the Project (the "Final Project Approval"), the Company shuts down the Project Site, whether in whole or in part, or the technology approved in the application is inactive for a period of more than 120 days, is uninstalled, and/or moved outside of TVA's service territory.
5. **Eligibility Criteria and Legal Compliance:** Company certifies that it complies with all applicable federal, state, and local laws in the performance and/or conduct of its business. All facilities and installations associated with the Project and Project Site must adhere to applicable state and local building codes, as well as all relevant federal, state, and local ordinances, regulations, and laws (collectively "codes and laws.") TVA will not provide any incentive payments for any Projects or a Project Site known by TVA to be in violation of any applicable codes and laws and/or for the cultivation, processing and/or distribution of marijuana and/or marijuana related products. TVA, the LPC, and the Program administrator are not responsible for ensuring compliance with these said codes and laws. If the Applicant or Company violates any applicable said codes and laws and fails to remedy the violation within sixty (60) days of written notice from TVA, TVA reserves the right to recoup any or all incentives issued and reject future incentive applications from the Company.
6. **Project Completion and Extensions:** To be eligible to receive an incentive in accordance with this Agreement, the Project must be completed by the date identified in the Project completion timeline in the Program application (the "Project Completion Date"). If Project completion will exceed the Project Completion Date, Applicant/Company may request an extension of the Project Completion Date. Any such extension request must be sent via email to, with receipt acknowledged by, the EnergyRight for Business & Industry Operations Center and include the reason for the completion delay, percentage of Project that is complete and expected completion date. TVA may, in its sole discretion, grant such extension. Failure to meet approved deadlines may result in denial of an incentive.
7. **Documentation and Inspection Requirements:**
 - a. Within 30 days following the date of the actual completion of the Project, the Applicant or Company, as applicable, must submit to TVA all dated paid invoices/sales receipts, and/or other required documentation that demonstrate the purchase and installation of the TVA approved equipment being incentivized through the Program. All documents are required to be submitted to TVA and must clearly indicate the count, exact make and model of equipment being installed and the Applicant and/or Company's material cost for the Project; otherwise, the Applicant and/or Company, as applicable, shall forfeit any claims, rights, and/or entitlements related to any approved incentive under this Agreement.

- b. The Program may require inspections, measurements, verification, copies of applicable permits, and/or licenses to determine eligibility for, and payment of, incentives as well as compliance with this Agreement. Upon TVA providing the Company and/or Applicant, as applicable, reasonable advance notice, and following coordination with the Company, Applicant and Company will grant TVA and/or its authorized representatives access to the Project Site for these purposes.
- 8. Incentive Eligibility and Scope Changes:**
- a. TVA reserves the right to not pay incentives for incentivized work that is performed, which includes removal or installation, prior to the date on an Application Approval Notice. This reservation does not apply to work performed which includes removal or installation of standard HVAC equipment, non-preapproval lighting projects (Fast Track Lighting), and new construction lighting which DO NOT require pre-approval before installation.
- b. Changes to Project scope to include, but not limited to, additional technologies or space may be approved and incented if a scope change is added prior to Application Approval Notice for retrofit projects and prior to post- installation measurement/review for new installation projects. Any other changes to Project scope will not be approved or incented unless submitted in a separate application, approved by TVA in writing, and no work has been performed.
- 9. Data Sharing and Confidentiality:**
- a. Company shall provide information and data about the effectiveness of the Program and the energy results achieved by the Project as may be reasonably requested by TVA or the Local Power Company (LPC). During the sixty (60) day period immediately following receipt of incentive, Company shall also participate in any performance or satisfaction surveys reasonably requested by TVA. Company hereby grants TVA and/or the LPC permission to utilize information and data submitted to TVA or the LPC in connection with this Agreement in TVA promotional materials, provided such promotional materials comply with all applicable privacy laws in the sharing or use of the data. Specifically, the Company acknowledges and concurs with TVA utilizing Program application information and data collected throughout the term of the Program in promotional materials to: (a) increase awareness of electrification and energy efficiency programs across the TVA service territory; and (b) increase customer retention in the TVA region. Notwithstanding the foregoing, TVA its agents will not use Company's trademarks, trade names, corporate slogans, corporate logo, and/or product designations, for advertising and promotional materials or other business supplies or material, whether in writing, orally or otherwise without the express written consent of the Company.
- b. TVA or its authorized representatives will provide a copy of a Program application to the Applicant that submitted the application and/or Company upon request. Company will not share the contents of any submitted Program application, however, with any third party, to include but not limited to any future Applicant if original Applicant is replaced, without the prior written consent of both the Company and the Applicant or original Applicant, as applicable.
- c. Except as may be required to be disclosed under applicable state or federal law or allowed to be used for promotional materials under this Section 9 herein above, TVA will use commercially reasonable efforts to maintain the confidentiality of all data collected from the Company (collectively, "Company Data"). In the event that there is an unauthorized access to Company Data for which a security breach notification to consumers is legally required under applicable state or federal law (a "Security Incident"), TVA will (i) use commercially reasonable efforts to investigate the Security Incident and take such actions that are commercially reasonable to prevent further or ongoing unauthorized access to such information; and (ii) provide any legally required notifications to the Applicant as may be applicable.
- 10. Measurement, Verification, and Evaluation:**
- a. Company agrees that, upon TVA providing the Company and/or Applicant, as applicable, reasonable advance notice, and following coordination with the Company and/or Applicant, as applicable, TVA may perform a pre-installation measurement/review of the Company's existing equipment. Company agrees to provide TVA access to the Project Site consistent with this Agreement that may be necessary to perform such review along with documentation showing estimated savings/load that would result from the implementation of the Project.
- b. The Company authorizes its LPC to disclose the Company's account information, including the Company's billing information and billing history from before, during, and after the implementation of improvements, to TVA or their authorized agents and contractors to assess the anticipated value and actual effectiveness of the improvements for a period of twelve (12) months from the date of the receipt of the incentive.
- c. Company shall cooperate with TVA or its authorized representative in performing evaluation, measurement, and verification (EM&V) of the Project. Information accessed for the EM&V may include, but is not limited to, electricity metering data, onsite verification of installations and Program compliance, Project records, and Company's Project Site billing records. Company shall ensure that TVA or its authorized representatives have access to the Company's Project Site, upon TVA providing the Company and/or Applicant, as applicable, with reasonable advance notice and following coordination with the Company, for a period of five (5) years from the date of the receipt of the incentive, for EM&V purposes.
- d. Upon completion of the Project, TVA may perform post-installation measurement/review of the equipment installed at the Project Site to gather data and determine the electrical demand and performance. Company shall ensure that TVA or its authorized representatives have access to the Company's Project Site upon TVA providing the Company and/or Applicant, as applicable, with reasonable advance notice and following coordination with the Company, for a period of one (1) year from the date of the actual completion of the Project, for inspection purposes.
- 11. Tax Responsibilities:** The recipient of any incentive under this Agreement, whether Company or Applicant, assumes all responsibilities for any tax consequences resulting from the award and receipt of such incentive. The incentive recipient agrees to provide a valid tax identification number to TVA to be eligible for an incentive. By signing this Agreement, Company confirms that if it is a recipient of any incentive under this Agreement that it is not subject to any IRS backup withholding.
- 12. Limitations of Liability:**

- a. Company and Applicant shall not be considered an agent or employee of TVA for any purpose under this Agreement, and TVA nor its agents or employees assumes any liability to Company and/or Applicant or to any third party for any damages to property, both real and personal, including damage to the Project Site or personal injuries, including death, which might arise out of or be in any way connected with any act or omission of such party.
 - b. TVA, its employees and/or agents, LPC, and the Program administrator shall not be liable to the Company or Applicant, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, for any special, indirect, incidental, or consequential loss or damage in any way connected with this Agreement or the Project.
13. **Warranties and Disclaimers:** Company agrees that TVA, and its officers, agents and employees do not warrant the quality, quantity, or workmanship of the work done implementing the Project listed in the Final Approval Letter. Further, TVA hereby disclaims all implied warranties, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, as to any work performed at the Project or any materials, equipment and/or services provided in support of the Program. Unless otherwise specifically identified in this Agreement, TVA, its offers, agents, and employees, make no warranties, whether express or implied, regarding its performance under this Agreement. Further, Company agrees that TVA, its officers, agents, and employees, as well as TVA's Program administrator shall have no obligation or liability for, or as a result of, (a) any information furnished by TVA's Program administrator or TVA under this Project, and (b) any inspections conducted by TVA's Program administrator or TVA under the Project. Company agrees that if it elects to rely upon such information or inspections conducted and/or provided by TVA, as applicable, it does so at its sole risk.
14. **Third-Party Benefits and Rights:** Notwithstanding any provision of this Agreement, which may be interpreted to the contrary, neither the Program nor this Agreement shall be interpreted to confer any benefits or rights to any third party except as specifically set out in this Agreement.
15. **Safety and Security Regulations:** All access to the Project Site by TVA or its authorized representatives shall be subject to the reasonable safety and security rules and regulations then in effect for Company's employees and/or contractors performing work at the Project Site, provided that Company or Applicant, as applicable, shall be responsible for sharing all safety and/or security rules and regulations for the Project Site with TVA, its agents, and employees prior to any visit to the Project Site.
16. **Indemnification and Release of Liability:** Company hereby releases, indemnifies, and holds TVA, its agents, officers, representatives, and employees harmless from and in connection with all claims, actions, causes of action, suits, attorneys' fees, and damages that may arise from or in connection with the Program and/or TVA's performance under this Agreement, to include but not limited to the installation or use of any TVA incentivized technology.
17. **Federal Compliance Clauses:** To the extent applicable, this Agreement incorporates by reference the Affirmative Action for Disabled Veterans and Veterans of the Vietnam-Era clause, 41 C.F.R. § 60-250.4; the Affirmative Action for Handicapped Workers clause, 41 C.F.R. § 60-741.4; and the Equal Opportunity clause, 41 C.F.R. § 60- 1.4; and all amendments thereto and all applicable regulations, rules, and orders issued thereunder.
18. **Accuracy and Verification of Information:**
- a. Company hereby warrants and certifies that all information submitted in connection with this Agreement is accurate. In making this warranty and certification, Company acknowledges that Company is aware that Section 20 of the Tennessee Valley Authority Act of 1933 (16 U.S.C. §831t), as amended, provides that any person who, with intent to defraud TVA or to deceive any officer or employee of TVA, makes any false report or statement to TVA shall, upon conviction thereof, be fined not more than \$10,000 or imprisoned not more than five years, or both. TVA or its agents may verify any information submitted in connection with this Agreement with the Company or with any third party.
 - b. Company agrees that TVA, the Program administrator, and TVA's officers, agents and employees make no warranty or representation regarding the qualifications of the Applicant identified in this application. Company is solely responsible for the selection of the Applicant.
 - c. Company agrees that TVA and its officers, agents and employees make no representations or warranty whatsoever as to the economic or technical feasibility, capability, safety, or reliability of the energy measures installed or their compatibility with the Company's Project Site.
 - d. Company and TVA acknowledge and agree that TVA may be required in the future by law or regulation to meet specific, or a combination of, renewable energy, energy savings, or demand reduction goals or requirements. Company and TVA further acknowledge and agree that as part of the consideration for this Program, and at no additional cost to TVA, TVA shall have the sole right to use or apply a percentage ("Investment Percentage") of all qualifying energy improvements for the Project, including the right to a comparable portion of any credits that might be issued or awarded to the Company under the aforementioned law or regulation on account of such energy improvements, that arise or accrue each year as a result of the Project against the aforementioned types of goals or requirements. The Investment Percentage shall be equal to the ratio of incentive amounts provided by TVA to the total capital investment of the Project. The Company shall be obligated to take all reasonable steps necessary to ensure such use or application by TVA, including providing any necessary documentation or transferring the aforementioned amounts of credits (if they are issued or awarded to Applicant under the aforementioned law or regulation) that may be required in that regard; provided, however, it is expressly recognized that such reasonable steps shall not require the Company to incur significant expenses to quantify, measure, certify or otherwise prove the amounts of the credit to be transferred to TVA unless agreement is reached between the parties to cover such costs. This obligation will terminate at the end of the useful life of the Project or 20 years, whichever occurs first.
19. **Waiver of Claims:** A delay or omission by TVA to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by TVA under this Agreement shall not be effective unless it is in writing and signed by the party granting the waiver.
20. **Severability:** In the event any provision of this Agreement is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is

enforceable under applicable laws, and the remainder of this Agreement shall continue in full force and effect.

21. **Entire Agreement:** This Agreement, including any attachments hereto, embodies the entire Agreement between TVA and Company and supersedes all other communications, either oral or written, with respect to the subject matter hereof.
22. **Governing Law:** This Agreement shall be governed by the Federal laws of the United States. In the event such Federal laws state no rule of decision with respect to any particular dispute or claim related to this Agreement, the law of the State of Tennessee, except for Tennessee's choice of law provisions, will apply. All claims or disputes related to this Agreement (whether sounding in contract, tort, or otherwise) must be filed, prosecuted and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee. With respect to any such claims or disputes, each party hereby: (1) consents to the exclusive jurisdiction of and venue in that court, and waives any objection based on jurisdiction or venue in such court; and (2) **waives any right it may have to a trial by jury.**
23. **Counterparts and Electronic Signatures:** The parties may execute this Agreement, including any amendments thereto, in one or more counterparts. Each such counterpart, whether delivered by original paper signature or through any electronic means, is an equally valid original, constitutes one and the same instrument, and binds the parties. The parties may each execute this Agreement, and any amendments thereto, through electronic means and electronic signatures. Such electronic signatures will have the same force and effect as handwritten signatures.
24. **Enforceability.** If any provision of this Agreement is determined to be illegal or unenforceable under applicable law, such determination will not affect any other provision of this Agreement and all other provisions of this Agreement will remain in full force and effect.
25. **Applications > \$100,000:** For Projects with an incentive greater than \$100,000, the following additional terms and conditions may apply:
 - a. An Incentive Offer Reservation Release form will be issued to the Company, reserving incentive funds for the Company's Project for 30 calendar days. To accept the incentive offer, the Company must sign and return the Incentive Offer Reservation Release form to TVA within 30 days of the date of such Incentive Offer Reservation Release form or the incentive funds will be released back to the Program.
 - b. The incentive amount that TVA agrees to incentivize on a Project will be identified in the Application Approval Notice, which will be issued to the Company upon TVA's receipt of the signed Incentive Offer Reservation Release form.
 - c. Build America Buy America Act (BABA).
 - i. **Application.** Unless otherwise directed by TVA in writing, the buy America requirements set forth below only apply to purchases made by Applicant or Company, as may be applicable, with TVA funding in support of Infrastructure Project(s) for which TVA anticipates providing more than (i) \$250,000, and (ii) 5 percent of the total Project cost.
 - ii. **Buy America Requirement.** Except as provided below, TVA funds provided to Applicant or Company, as may be applicable, may only be used to purchase iron products, steel products, Manufactured Products, and Construction Materials, as applicable, that are Produced in the United States.
 - iii. **Exceptions.** TVA may, if requested in writing, waive the foregoing buy America requirement if TVA determines, or Applicant or Company, as may be applicable, certifies in writing to TVA that:
 1. It is a for-profit entity for tax purposes;
 2. Products or materials Produced in the United States are not available in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The cost of the applicable iron end products, steel end products, Manufactured Products, or Construction Materials is greater than 25 percent as compared to the foreign product(s) or material(s).
 - d. TVA, in its discretion, may, upon the request of Applicant or Company, as may be applicable, authorize non-domestically produced miscellaneous minor components comprising no more than five percent of the total material cost of an otherwise domestically produced iron or steel product to be utilized on a Project.
 - e. **Definitions.** For purposes of this Buy America Requirements Section, the following definitions apply:
 - i. "Construction Materials" means articles, materials, or supplies that consist of only one of the following items: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); fiber optic cable (including drop cable); optical fiber; lumber; engineered wood; and drywall.
 - ii. "Infrastructure" means structures, facilities, and equipment for any of the following: (1) roads, highways, and bridges; (2) public transportation; (3) dams, ports, harbors, and other maritime facilities; (4) intercity passenger and freight railroads; (5) freight and intermodal facilities; (6) airports; (7) water systems, including drinking water and waste-water systems; (8) electrical transmission facilities and systems; (9) utilities; (10) broadband; and (11) buildings. Infrastructure does not include temporary structures, facilities, or equipment used primarily for research and development purposes.
 - iii. "Manufactured Products" means articles, materials, or supplies (i) that have been processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
 - iv. "Produced in the United States" means:
 1. For iron or steel end-products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 2. For Manufactured Products, (i) the product is manufactured in the United States, and (ii) the cost of components of the product manufactured in the United States is greater than 55 percent of the total cost of components; and
 3. For Construction Materials, all manufacturing process for the material occurred in the United States.

v. For purposes of this Section 25 only, "Project" means the construction, alteration, maintenance, or repair of Infrastructure in the United States.

NOTE: After clicking "Click to Sign", please replace "Energy Right" with the name of the person signing this application.

Signature: Kyle Estes
Kyle Estes (Oct 14, 2025 12:22:33 CDT)

Email: energyrightsolutions.tva@trccompanies.com