

**AGREEMENT FOR ATTACHMENTS
OF CABLES, AMPLIFIERS AND ASSOCIATED EQUIPMENT**

THIS AGREEMENT, made this 28th day of AUGUST 2017 by and between the Tennessee Valley Authority ("TVA"), a corporate agency and instrumentality created by and existing under the Tennessee Valley Authority Act of 1933, as amended, and the City of Franklin, Tennessee, hereinafter called "Licensee",

WITNESSETH:

WHEREAS, Licensee proposes to furnish communications services relating to broadband usage for the Franklin, TN area, through a fiber optic cable system on certain TVA poles located on the Aspen Grove to Westhaven line:

WHEREAS, Licensee will need to erect, operate and maintain aerial cables, wires and associated appliances throughout the above area and desires to attach such cables, wires and appliances to poles of TVA, and:

WHEREAS, TVA is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances to its poles as identified, and where, in its judgment, such use will not interfere with its own service requirements or with use by other entities currently enjoying the use, including consideration of economy and safety.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained the parties hereto do hereby mutually covenant and agree as follows:

1. Permission for Licensee to attach to poles: Permission to the extent that the same may be lawfully given, is hereby granted to Licensee to make attachment of cables, wires and appliances, hereinafter called "attachments", to the poles of TVA in accordance with the terms of this Agreement and the conditions stated herein and subject to the strict observance by Licensee of each and all of the provisions restrictions and privileges and agreements herein contained. Such attachments shall be in accordance with the drawings attached hereto as Exhibit A.

2. Attachment Application and Permits: TVA shall have the right to exclude or limit the attachments to any of its poles. Before making attachment to any pole or poles of TVA, Licensee shall make written application and receive a permit therefore. The information submitted by Licensee with the application for permit shall consist of drawings and associated descriptive information which shall be adequate in all detail to enable the TVA to thoroughly check the proposed installation of the Licensee. Before the attachments are made by the Licensee, the permit must be approved by the TVA. Materials submitted by Licensee in support of permit applications are confidential and will be treated by TVA as the proprietary information of Licensee, provided, however, that TVA shall not have monetary liability for its failure to keep such information confidential.

3. Maintenance of Attachments: Licensee shall, at its own expense, make and maintain attachments in safe condition and in thorough repair, and in a manner suitable to TVA and so as will not conflict with the use of said poles by TVA, or by others authorized to use said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. Licensee shall at any time, at its own expense, upon notice and approval from TVA,

relocate, replace, or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by TVA; provided, however, that in case of emergency (TVA's judgment as to what constitutes an emergency to be accepted by Licensee as conclusive), TVA may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles, or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon, or which may be placed thereon, or for the service needs of TVA, and Licensee shall, on demand, reimburse TVA for the expense thereby incurred, The Licensee shall not be responsible for paying the make-ready or other modification costs of other subsequently attaching parties.

4. Standards of Construction and Maintenance: Licensee's cables, wire, and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, or any amendments or revision of said Code, requirements of the TVA and in compliance with any rules or specifications now in effect or that hereafter be issued by any authority having jurisdiction.

5. Modification of TVA's Facilities: In the event that any pole or poles of TVA to which Licensee desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications and drawings, TVA will indicate on the Application for Permit the changes necessary to provide adequate poles, and TVA's estimated cost thereof to Licensee and return same to Licensee. If Licensee still desires to make the attachments and returns the Application for Permit marked to so indicate, together with an advance payment to reimburse TVA for the entire estimated non-betterment portion of the cost and expense thereof, including the increased cost of larger poles, sacrificed Life value of poles removed, cost of removal less any salvage recovery and the expense of transferring TVA's facilities from the old to the new poles, TVA will work with Licensee to replace such inadequate poles with suitable poles. Where Licensee's desired attachments can be accommodated on the present poles of TVA by rearranging TVA's facilities thereon, Licensee will compensate TVA in advance for the full estimated expense incurred in completing such rearrangements. TVA will reimburse Licensee to the extent such payment exceeds actual costs and Licensee will reimburse TVA to the extent actual costs exceed such payment. Licensee will also, in advance, reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (by guying, bracing, stubbing or otherwise) required to accommodate attachments of Licensee shall be provided by and at the expense of Licensee and to the satisfaction of TVA.

6. Liability of TVA to Licensee: TVA reserves to itself, its successors and assigns, the right to maintain its poles, and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements, but in accordance with TVA's operation and maintenance specifications. TVA shall not be liable to Licensee for any interruption of service to Licensee, or any of Licensee's subscribers, or for interference with the operation of the cables, wires and appliances of Licensee arising in any manner out of the use of TVA's poles hereunder. THE REMEDIES OF LICENSEE SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE, AND THE SUM TOTAL LIABILITY OF TVA TO LICENSEE WITH RESPECT TO THE RIGHTS GRANTED TO LICENSEE PURSUANT TO THIS AGREEMENT, OR ANYTHING DONE IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE TO TVA UNDER SECTION 14 BELOW FOR THE CALENDAR YEAR IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO TVA'S CLAIM.

7. TVA's Right to Inspect: TVA, because of the importance of its service, reserves the right to inspect any or all attachments installed on its poles and in the vicinity of its lines or appliances and to make periodic inspections under this Agreement. Except in cases where such inspection reveals an immediate threat to TVA's power system or an immediate safety threat, TVA shall notify Licensee of any issues or discrepancies and establish a reasonable plan and schedule with Licensee for mitigation of identified issues or discrepancies at Licensee expense. Such inspections, TVA's lack of inspection, or notification of issues or discrepancies shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

8. Licensee's Responsibility for Damages: Licensee shall exercise all necessary precaution to avoid damage to facilities of TVA and of other supported on said poles; and hereby assumes all responsibility for any and all loss for such damage arising out of, resulting from, or in any manner caused by the presence, use or maintenance of said attachments on said poles, or by the acts or omissions of Licensee's agent or employees engaged in the work of placing, maintaining or renewing said attachments on said poles or of removing them therefore. Licensee shall make an immediate report to TVA and/or owners of other facilities of the occurrence of any damage and hereby agrees to reimburse TVA and/or owners of other facilities for all expense incurred in making repairs.

9. Maintenance of Right-of-Way: TVA will maintain its right-of-way only to the extent as necessary or deemed necessary by TVA, for the operations of TVA's facilities. Any maintenance of right-of-way for clearance or otherwise that may be necessary, by reason of Licensee's facilities, or to give adequate clearance for Licensee, shall be done by Licensee at its own expense. Nothing in this contract shall be construed as requiring TVA to maintain TVA's right-of-way for the convenience of Licensee.

10. Removal of Attachments by Licensee: Licensee may at any time remove its attachments from any pole of TVA, but shall immediately give TVA written notice of such removal, with drawings and/or such other information as to positively identify the location of the removals.

11. Unauthorized Attachments: In the event Licensee should make any attachment to TVA's poles without first having obtained a permit as provided in Section 2 above, the TVA shall have the right to summarily and without notice to Licensee, remove such attachments at Licensee's expense.

12. Revocation of Permits by TVA: TVA reserves the right to revoke any permit issued to Licensee covering the use of any pole or poles. Upon notice from TVA that the permit for any pole or poles is revoked, Licensee shall immediately proceed to remove its facilities from the pole or poles covered by the permit, without charge or cost to TVA.

13. Pole Use Forbidden by Others: Upon notice from TVA to Licensee that the use of any pole or poles is forbidden by state, municipal or other proper authorities having jurisdiction, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed at once from the affected pole or poles at Licensee's expense.

14. Attachment Rentals: Licensee shall pay to TVA, for attachments made or existing under this Agreement, an annual rental at the rate of \$20.00 per pole. Said rental shall be paid in advance at the appropriate rate for the entire yearly amount of the annual rental on the first

day of January for each year in which this Agreement is in effect. Annual rentals shall be increased four percent (4%) upon each anniversary date of this Agreement. Said rental payments shall be based upon the number of poles upon which attachments are being maintained on the first day of January of the respective year. The parties agree that the rental rate provision of this Agreement is for five (5) years and may be extended by mutual consent for additional five (5) year periods by amending this section.

15. Payment of Bills. Bills for any charges under this Agreement, except those advance payments specifically covered herein, shall be payable within thirty (30) days after presentation. TVA's preferred method of payment is by electronic payment. Instructions for establishing a wire payment to TVA's account are attached as Exhibit B. Instructions for establishing electronic funds transfers through the Automated Clearing House Network are attached as Exhibit C.

If electronic payment cannot be established, Licensee's payment checks should be made payable to the Tennessee Valley Authority, with the invoice number and license number listed prominently and clearly in the memo section of the check. Payments should be mailed to the address on the invoice or to an address designated by TVA.

Any amount not paid by Licensee within the time period set forth in this Agreement shall bear interest at the maximum rate as allowed by law. If no applicable law restricts the rate of interest that may be charged hereon, the maximum rate shall be the Wall Street Journal's "Money rates" section Prime rate plus four percent per annum in effect at the time of default.

Non-payment of bills shall, at the discretion of TVA, constitute a default of this Agreement.

16. Rights Previously Conferred by TVA. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by TVA, by contract or otherwise, to others, not parties to this Agreement, to use any poles covered by this Agreement. TVA shall have the right to continue and extend such rights or privileges and to make other and additional contracts with other persons, firms, corporations, or associations for the use of TVA's poles and facilities. The attachment privileges herein granted shall at all times be subject to existing and future contracts and arrangements of TVA.

17. Purpose of Licensee's Facilities. Licensee's facilities attached to TVA's poles shall be used solely for transmission of communications.

18. Assignment of Privileges by Licensee. Licensee shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of TVA. Notwithstanding the foregoing, Licensee may assign, transfer or sublet the privileges hereby granted to an entity controlled by or under common control with Licensee, upon prior notice to TVA.

19. No Vested Rights in TVA Facilities. No use, however extended, of TVA poles, under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel TVA to maintain any of said poles for a period longer than demanded by its own service requirements. TVA shall give Licensee prior written notice of TVA's intent to relocate or abandon any poles licensed to Licensee.

a) If TVA is relocating the route, TVA shall provide Licensee with a plan for an alternative route if available, as soon as practicable after such notice. If such alternative route is available, Licensee shall have the option to relocate its system, at Licensee expense, to the aforesaid alternate route. If Licensee chooses to relocate with TVA to the alternate route, such relocation shall be in accordance with the installation and operation provisions of this Agreement.

b) If TVA is abandoning the route, TVA will, upon Licensee's written request, make a commercially reasonable effort, if practicable; to convey such facilities to a party having a license to locate on said route or to locate facilities on said poles. In the event Licensee desires to continue to locate facilities on said poles after TVA's abandonment, Licensee shall have the responsibility to secure its rights from the party, if any, taking ownership of such poles so abandoned by TVA.

20. Licensee's Failures to Comply. If Licensee shall fail to comply with any of the provisions of this Agreement or default on any of its obligations in this Agreement and shall fail within thirty (30) days after written notice from TVA to correct such default or non-compliance, TVA may, at its option forthwith terminate this Agreement or the permit(s) covering the pole or poles to which such default or non-compliance shall have occurred. In the event that the TVA terminates this Agreement, in whole or in part, the Licensee shall within thirty (30) days remove its facilities, and in the event the Licensee does not remove its facilities within such (30) days, TVA may remove such facilities, at Licensee's cost. No refund of any rental will be due should TVA proceed as herein provided. Rentals as herein provided are to continue as long as any attachments remain on any of TVA's poles. Licensee agrees to pay any costs reasonably incurred by TVA in recovering payments due under this Agreement or enforcing TVA'S rights under this Agreement, including any reasonable attorneys' fees.

21. TVA Failure to Enforce not a Waiver: TVA's failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or a relinquishment of any such terms or conditions, but the same shall be and remain at all times in force and effect, and TVA may enforce the provisions of this Agreement for any and all subsequent defaults.

22. Indemnities. To the extent permitted by law, Licensee shall indemnify, protect and save harmless TVA and / or owners of other facilities on TVA's poles from and against any and all claims and demands for damages to property and injury or death to persons, including payments, paid under law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments or by the proximity of the respective cables, wires, apparatus and appliances of the parties hereto, of by any act of Licensee on or in the vicinity of TVA poles.

Licensee shall procure and maintain in effect during the full term of this Agreement a policy or policies of:

(a) Commercial general liability insurance with combined single limits of at least Two Million Dollars (\$2,000,000) per occurrence,

(b) Workers compensation coverage meeting statutory requirements and employer's liability coverage in the amount of at least \$100,000 per occurrence, and

(c) Automobile liability (owned, hired and non-owned) with combined single limits of at least One Million Dollars (\$1 000,000) per occurrence.

The policies of insurance shall be written by an insurance company or companies which shall be rated A or better by A. M. Best Company and are licensed to do business in each State in which a pole licensed hereunder is located, or which are an accepted surplus lines carrier. The form of policies shall be subject to TVA's acceptance.

The Licensee shall require its insurer(s) to amend the above liability policies to provide that:

- (a) TVA is added as additional insured on a primary noncontributory basis under this policy; and
- (b) It includes an insurer's waiver of rights of subrogation in favor of TVA, its directors, officers, agents and employees; and
- (c) It contains a cross liability or severability of interest clause; and
- (d) It states the policy may not be canceled or non-renewed by the insurer without giving thirty (30) days' prior written notice to TVA.

A certificate of insurance evidencing such policy or policies shall be delivered to TVA prior to Licensee's use of any pole under this Agreement. If such certificate is not so delivered or is not in such form or amount that meets with TVA's satisfaction, TVA reserves the right to deny use of any such pole and / or declare such failure to be an Event of Default. If the insurance should lapse without knowledge of TVA, such action will not release Licensee from its financial liabilities.

The fact that Licensee is required to furnish insurance as herein provided or the fact that such insurance is furnished, or the fact that any policy or policies are approved by TVA does not and shall not relieve Licensee from its obligations to TVA as set forth in this Agreement; it being the intent of TVA and Licensee that Licensee's obligations to TVA under this Agreement shall endure and continue for the protection of TVA and that any insurance furnished pursuant to this paragraph shall be accidental security to TVA.

TVA shall give Licensee written notice as soon as reasonably possible if any claim or demand shall be made or liability asserted against TVA, or any suit, action or administrative or legal proceeding shall be commenced in which TVA is involved or is named as a defendant (each a "Claim"). If, within thirty (30) days after the giving by such notice, TVA receives written notice from Licensee stating that Licensee intends to defend against such Claim, then Licensee will have the right to select counsel of its choice and to defend against such Claim, at Licensee's expense. TVA will fully cooperate with Licensee in such defense so long as Licensee is conducting such defense competently, diligently and in good faith; provided, however, that Licensee may not settle any such Claim without prior written approval of TVA, which approval shall not be unreasonably withheld, conditioned or delayed.

If no such notice of intent to defend a Claim is received by TVA within the thirty (30) day period after notice thereof is given by TVA to Licensee, or if diligent and good faith defense is not being conducted, TVA has the right to defend against the Claim at the sole cost and expense of TVA, and in such event to be indemnified by Licensee as provided for in this section; provided, however, that TVA may not settle any such Claim without prior written approval of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed.

23. Notices. Whenever written notice is required to be given under this Agreement, the same shall be mailed to the party entitled to receive notice at the address shown in the Agreement or the last known address of the party to whom the notice is mailed. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date shall be stated in the notice. Delivery of written notice either by TVA or Licensee shall be equivalent to mailing.

24. Amendments: This Agreement may be amended from time to time by mutual agreement between the parties hereto; such amendments shall be evidenced in writing signed by appropriate representatives of the parties hereto, attached hereto and made a part hereof.

25. Terms of Agreement: This Agreement shall become effective upon its execution by the parties hereof and if not terminated in accordance with the provisions of this Agreement shall continue in force and effect for a term to expire on 8/28/2022 and from year to year thereafter upon the same terms and provisions as contained in this Agreement. Either party may terminate the Agreement at the end of the initial period or at any time thereafter, by giving to the other party at least six (6) months notice. Upon termination of the Agreement in accordance with its terms, Licensee shall immediately remove its cables, wires and appliances from all poles of TVA. If not so removed, TVA shall have the right to remove all Licensee's cables, wires and appliances at the cost and expense of Licensee and without any liability therefore. Should Licensee not exercise the rights herein granted within six (6) months from the date hereof, this Agreement shall be null and void and no longer in force and effect.


26. Successors and Assigns: Subject to the provision of Section 18 hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

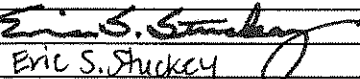
27. Federal Law Requirements: Licensee shall comply with the applicable regulations of the Department of Labor concerning Executive Order 11246, dealing with Affirmative Action in government contracts, which regulations are incorporated into this Agreement by reference.

28. Questions of Law and Forum: This Agreement shall be governed by and interpreted under the Federal Law of the United States. In the event Federal law does not provide a rule of decision for any particular dispute, the law of the State of Tennessee will apply; provided, however, in no event shall Tennessee's choice of law provisions apply. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Agreement (whether sounding in contract, tort, or otherwise) shall be filed and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee, and each party hereby consents to the jurisdiction and venue of that court for all such lawsuits. Notwithstanding the foregoing sentence, either party may bring an action which seeks to enforce a right of indemnity or contribution in any federal court with proper jurisdiction and venue in which the underlying claim for which indemnity or contribution is being asserted. The parties further agree that in any such litigation, each will waive any right it may have to a trial by jury.

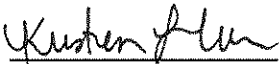
29. Entire Agreement: There are no understandings between TVA and Licensee as to the subject matter of this Agreement other than as set forth herein, and this Agreement constitutes the entire contract between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be duly executed the day and year first above written.

TVA	
By:	 Tammy Bramlett
Title:	Director
Address:	1101 Market Street Chattanooga, TN 37402

City of Franklin, Tennessee	
By:	 Eric S. Stuckey
Title:	City Administrator
Address:	109 Third Avenue South Franklin, TN 37064

Approved as to form:

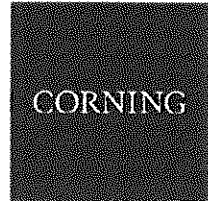

Kristen L. Corn
Assistant City Attorney



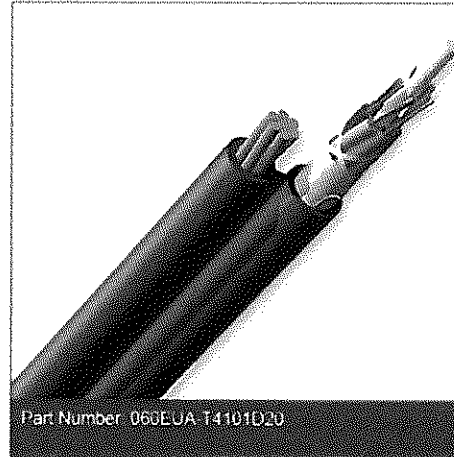
Licensee will attach to Structures 26-30 along indicated line.

ALTOS® Figure-8 Loose Tube, Gel-Free Cable

60 F, Single-mode (OS2)



Corning ALTOS® figure-8 gel-free cables are self-supporting aerial cables designed for easy and economical one-step installation. The loose tube design provides stable performance over a wide temperature range and is compatible with any telecommunications-grade optical fiber. The gel-free design is fully waterblocked using craft-friendly water-swellaible materials, making cable access simple and requiring no clean up. While the flexible, craft-friendly buffer tubes are easy to route in closures, the SZ-stranded, loose tube design isolates optical fibers from installation and environmental rigors and facilitates mid-span access. The figure-8 cable design allows easy, one-step installation, using standard hardware and installation methods. These cables have a medium density polyethylene jacket that is rugged, durable and easy to strip.



Features and Benefits

Gel-free waterblocking technology
Craft friendly cable preparation

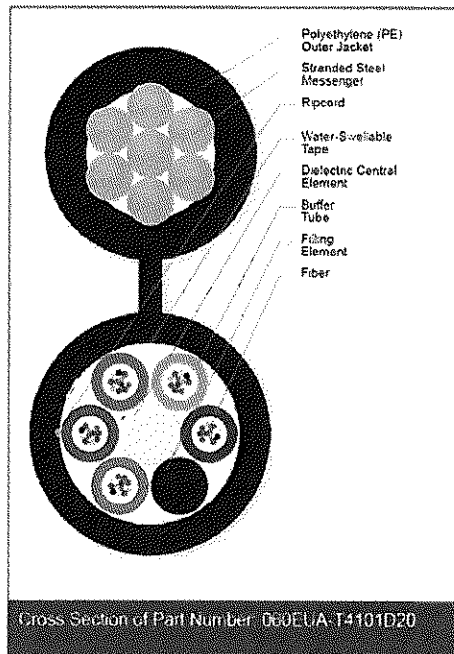
Medium-density polyethylene jacket
Rugged, durable and easy to strip (while providing superior protection against UV radiation, fungus, abrasion and other environmental factors)

Figure-8 cable design
Easy, one-step installation

Standards

Common Installations Outdoor self-supporting aerial

Design and Test Criteria ANSI/CEA S-87-640



ALTOS® Figure-8 Loose Tube, Gel-Free Cable

60 F. Single-mode (OS2)



Specifications

General Specifications	
Environment	Outdoor
Application	Aerial, Self-Supporting
Cable Type	Loose Tube
Product Type	Self-Supporting
Fiber Category	Single-mode (OS2)

Temperature Range	
Storage	-40 °C to 70 °C (-40 °F to 158 °F)
Installation	-30 °C to 70 °C (-22 °F to 158 °F)
Operation	-40 °C to 70 °C (-40 °F to 158 °F)

Cable Design	
Central Element	Dielectric
Fiber Count	60
Fiber Coloring	Blue, Orange, Green, Brown, Slate, White, Red, Black, Yellow, Violet, Rose, Aqua
Fibers per Tube	12
Number of Tube Positions	6
Number of Active Tubes	6
Buffer Tube Color Coding	Blue, Orange, Green, Brown, Slate
Buffer Tube Diameter	2.5 mm (0.1 in)
Number of Filling Elements	1
Tape	Water-swallowable
Number of Ripcords	1
Outer Jacket Material	Polyethylene (PE)
Outer Jacket Color	Black
Messenger	Stranded steel
Maximum Fibers per Tube	12

ALTOS® Figure-8 Loose Tube, Gel-Free Cable

60 F, Single-mode (OS2)

CORNING

Mechanical Characteristics Cable

Weight	287 kg/km (199 lb/1000 ft)
Nominal Outer Diameter	10.5 mm (0.41 in)
Nominal Cable Height	22.1 mm (0.87 in)
Min. Bend Radius Installation	158 mm (6.2 in)
Min. Bend Radius Operation	105 mm (4.1 in)

Maximum Span with One-Percent Installation Sag

Maximum Span with 1% Installation Sag, NESC Light	241 m (790 ft)
Maximum Span with 1% Installation Sag, NESC Medium	235 m (770 ft)
Maximum Span with 1% Installation Sag, NESC Heavy	188 m (590 ft)

Chemical Characteristics

RoHS	Free of hazardous substances according to RoHS 2011/05/EU
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Fiber Specifications

Optical Characteristics (cabled)

Fiber Name	Single-mode (OS2)
Fiber Category	G.652.D
Fiber Code	E
Performance Option Code	D1
Wavelengths	1310 nm / 1383 nm / 1550 nm
Maximum Attenuation	0.4 dB/km / 0.4 dB/km / 0.3 dB/km

Ordering Information

Part Number	060EUA-T4101D20
Product Description	ALTOS® Figure-8 Loose Tube, Gel-Free Cable, 60 F, Single-mode (OS2)
EAN Code	4058418178445

CORNING

EXHIBIT B

**INSTRUCTIONS FOR MAKING WIRE PAYMENTS TO
TENNESSEE VALLEY AUTHORITY'S ACCOUNT AT THE U.S. TREASURY**

BANK NAME: TREAS NYC (OFFICIAL ABBREVIATION)

BANK ADDRESS: NEW YORK FEDERAL RESERVE BANK
33 LIBERTY STREET
NEW YORK, NEW YORK 10045

ABA NUMBER: **021030004**

ACCOUNT NO.: **00004912**

BENEFICIARY: **TENNESSEE VALLEY AUTHORITY**

Taxpayer ID: **62-0474417**

OBI: Provide your organization name and invoice number or
other explanation of payment.

Additional Fedwire instruction information if required by the sending bank:

TYPE/SUBTYPE: 1000

BUSINESS FUNCTION CODE: CTR (or CTP)

Contacts:

Stephanie Raley **(865) 632-7143**

Marcia Riner **(865) 632-8127**

If you prefer to pay using ACH (Automated Clearing House), please call one of the above contacts for instructions. ACH payments cannot be sent to the bank named above.

International wires are not permitted to this ABA routing number. International wire transfers will need to be transmitted through a correspondent financial institution or domestic bank.

EXHIBIT C

**INSTRUCTIONS FOR MAKING ELECTRONIC FUNDS TRANSFERS
TO THE TENNESSEE VALLEY AUTHORITY THROUGH THE
AUTOMATED CLEARING HOUSE NETWORK (ACH)**

Depository Institution Name: Credit Gateway - ACH Receiver
Address: 60 Livingston Avenue
St. Paul, Minnesota 55107
ABA Routing Number*: 051036706
Receiving Company Name: Tennessee Valley Authority
DFI Account Number: 349000
Standard Entry Class**:

Transaction Code:	22
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Payment Related Information: Provide your organization name and invoice number or other explanation of payment.
Employer Identification No (EIN): 62-0474417

TVA EFT Contact: Stephanie Raley (865) 632-7143
Marcia Riner (865) 632-8127

Email Notifications: cashforecasting@tva.gov

*ACH debits and Fedwires are not permitted to this ABA routing number. All debits and Fedwires received will be automatically returned.

**If an agency desires to use an SEC code other than CCD+, please consult with the Credit Gateway Customer Care group at (877) 815-1206 or the Credit Gateway Program Manager at (202)-874-5304.

COF Contract No. 2017-0188
#PA08152017