



Large Load Electric Service Reimbursable Services Agreement

This Reimbursable Services Agreement (“Agreement”) is entered into as of _____, 20__ (“Effective Date”), by and between Tri-County Electric Cooperative, Inc., a Texas electric cooperative (“Cooperative”), and _____, a _____ (“Developer”). Cooperative and Developer may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Developer has requested that the Cooperative evaluate the feasibility of providing electric service to a proposed large load Project located at or near _____ (the “Project”);

WHEREAS, evaluation of the Project may require the Cooperative to perform engineering analysis, system planning, coordination with transmission providers, and engagement of consultants and other professional services;

WHEREAS, the Cooperative will not begin engineering analysis, system studies, or other Project-related activities, nor will a request be placed in the Cooperative’s large load evaluation queue, unless and until the Reimbursable Services Agreement has been executed, all required information has been provided, and the required initial reimbursable deposit has been received by the Cooperative;

WHEREAS, execution of this Agreement does not obligate the Cooperative to provide electric service to the Project and does not reserve generation, transmission, or distribution capacity;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms under which the Cooperative may perform engineering review, system planning, coordination with transmission providers, and other evaluation services related to the Project on a fully reimbursable basis.

2. Scope of Services

The Cooperative may perform or arrange for engineering studies, system impact analysis, planning review, coordination with transmission providers, legal review, consulting services, Project management, and other activities reasonably necessary to evaluate the Project. Developer shall be solely responsible for all transmission provider coordination, studies, costs, and requirements. The Cooperative shall not manage, coordinate, or be responsible for transmission-level interconnection or transmission provider processes.

3. Reimbursable Costs

Developer shall reimburse the Cooperative for all costs incurred in connection with evaluation of the Project, including internal labor, consultant fees, engineering services, legal expenses, transmission provider study costs, travel expenses, and administrative costs.



4. Initial Deposit

Within ten (10) business days of execution of this Agreement, Developer shall provide an initial reimbursable deposit equal to Five Thousand Dollars (\$5,000) per MW of requested load, as identified in the Electric Service Request, not to exceed One Million Dollars (\$1,000,000). The Cooperative will apply reimbursable costs against this deposit as costs are incurred. The Cooperative may adjust the required deposit amount based on project complexity, anticipated transmission coordination, or other factors affecting the scope of evaluation.

5. Replenishment of Deposit

If the remaining balance of the deposit falls below 25% of the initial reimbursable deposit amount, the Cooperative may request that Developer replenish the deposit to the original amount within ten (10) business days of written notice.

6. Accounting

The Cooperative shall maintain records of reimbursable costs incurred under this Agreement and may provide periodic statements summarizing charges applied against the deposit.

7. Suspension of Services

The Cooperative may suspend evaluation activities if the deposit becomes insufficient to cover anticipated costs or if Developer fails to replenish the deposit when requested. The Cooperative reserves the right to suspend or discontinue Services at any time if, in its judgment, continuation would expose the Cooperative or its members to financial, operational, or regulatory risk.

8. No Obligation to Provide Electric Service

Execution of this Agreement does not guarantee electric service to the Project and does not constitute a commitment by the Cooperative to construct facilities or reserve system capacity.

9. Responsibility for Project Costs

Developer acknowledges that the Cooperative's members shall not bear any costs associated with evaluation or development of the Project. Developer shall be responsible for all incurred or committed costs associated with the Project. Costs incurred shall include all costs paid or payable by the Cooperative. Costs committed shall include all costs for which the Cooperative has entered into binding obligations, including but not limited to purchase orders, contracts, or equipment commitments, whether or not such costs have been invoiced. This responsibility includes any costs associated with third-party transmission providers, including Brazos Electric Power Cooperative, whether billed directly to Developer or to the Cooperative.

10. Termination

Either Party may terminate this Agreement upon written notice. Upon termination, the Cooperative shall apply the deposit to outstanding reimbursable costs and refund any remaining balance to Developer. Developer shall remain responsible for all costs incurred, committed, or reasonably anticipated to be incurred as a result of commitments made



by the Cooperative prior to termination. Developer's obligation to pay all reimbursable costs incurred or committed under this Agreement shall survive termination.

11. Application of Remaining Deposit

If the Project advances beyond the evaluation phase and electric service is ultimately provided, any balance remaining from the deposit after payment of all reimbursable costs incurred under this Agreement may, at the Cooperative's sole discretion, be applied toward amounts owed by the Developer to the Cooperative related to the Project, including but not limited to Contribution in Aid of Construction (CIAC), construction costs, required deposits, security obligations, or amounts owed for electric service. Any remaining balance not applied to such obligations shall be refunded to the Developer upon written request.

12. Limitation of Liability

The Cooperative shall not be liable for the outcome of studies or feasibility determinations, Developer's reliance on any analysis or work product, or any development decisions made by Developer, or delays or impacts resulting from third parties including transmission providers or regulatory processes. The Cooperative shall not be responsible for any indirect, consequential, or economic damages arising from the Project or services performed under this agreement.

13. Disclaimers

The Cooperative makes no representation or warranty regarding the feasibility or viability of the Project, the availability of transmission or systems capacity, the outcome of any studies or evaluations, or the timing of completion of any studies or services.

14. Indemnification

To the extent permitted by law, Developer shall indemnify, defend, and hold harmless the Cooperative, its directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or related to the Developer's Project, Developer's use of any work product or information provided by the Cooperative, or Developer's reliance on studies or services performed under this agreement except to the extent caused by the Cooperative's gross negligence or willful misconduct.

15. Governing Law

This Agreement shall be governed by the laws of the State of Texas.



Signatures

Tri-County Electric Cooperative, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Developer

By: _____

Name: _____

Title: _____

Date: _____