

ASSUMPTION OF INDIVIDUAL LINE EXTENSION AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 201__, among _____
_____(Current Consumer) and _____ (New Consumer).

RECITALS

WHEREAS the Current Consumer is currently a party to and an Individual Line Extension Agreement dated _____, with Columbus Electric Cooperative, Inc. (Cooperative).

WHEREAS the New Consumer wishes to assume responsibility for all obligations and benefits and to be subject to the applicable terms and conditions of the Agreement.

Based on the foregoing, and in consideration of the mutual conveyances and promised of the parties hereto, it is agreed as follows:

_____(New Consumer) consents and agrees to assume the responsibilities, obligations and benefits under the Individual Line Extension Agreement referred to above and to abide by the applicable terms and conditions therein.

_____(Current Consumer) expressly acknowledges and agrees that this Agreement does not relieve or release him from responsibility for the obligations under the Individual Line Extension Agreement and that Columbus Electric Cooperative, Inc., upon acceptance of this Agreement, shall have the right to pursue both parties hereto, should it become necessary, and is not waving or surrendering any right to collect or use all legal means to enforce the agreement against either party.

This Agreement is binding on the heirs, personal representative, successors and assigns of the parties and Columbus Electric Cooperative, Inc. is entitled to rely upon it in administering the Individual Line Extension Agreement and in the event litigation or an attorney is required to

enforce this Agreement or the Individual Line Extension Agreement, the parties agree to indemnify and hold Columbus Electric Cooperative, Inc. harmless and to reimburse reasonable and necessary court costs and attorney's fees incurred.

IN WITNESS WHEREOF, the parties hereto have signed this agreement effective the day and year written above.

Current Consumer

New Consumer

STATE OF NEW MEXICO)
COUNTY OF _____)

: ss.

The foregoing Agreement was acknowledged before me this ____ day of _____, 201__, by _____, as Current Consumer.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO)
COUNTY OF _____)

: ss.

The foregoing Agreement was acknowledged before me this ____ day of _____, 201__, by _____, as New Consumer.

My Commission Expires:

Notary Public

