

## AGREEMENT

This agreement made between Dennis R. Francish, Attorney at Law (herein called "Attorney") and Socorro Electric Cooperative, Inc., a New Mexico Corporation (herein called "Client").

In consideration of the mutual covenants and promises, which the parties set forth below, Attorney and Client agree as follows:

1. Client hereby engages and hires Attorney to act as Client's Legal Counsel in all corporate matters requiring client's legal representation. Attorney agrees to represent Client in all required matters and to do all things and acts necessary to protect Client's business and corporate interests.
2. Term and Termination. This Agreement shall remain in full force and effect beginning January 1, 2010 and terminate on December 31, 2011.
3. Compensation. In consideration of Attorney's services on behalf of Client, Client agrees to compensate Attorney at the rate of one hundred and ninety (\$190.00) dollars per hour plus gross receipts tax. Attorney shall be paid (\$.55) fifty-five cents per mile plus gross receipts tax for mileage driven on Client's business. As additional compensation, Client may pay Attorney's expenses and/or a reasonable per diem to attend Cooperative Seminars, Study Groups, Meetings (Annual and District) sponsored by NRECA and the New Mexico Statewide. Such expenses may be shared equally between Client and Attorney's other cooperative client as they may agree. Client will reimburse Attorney's cost and expenses (Example: copy costs, (plus tax)meals, lodging, postage and filing fees as incurred.).
4. Duties. Attorney shall use his best efforts to secure positive results and good legal protection for Client. Attorney shall diligently pursue Client's business and legal interests seeking positive results. Attorney shall be present at all member general and district meetings and Corporate Board of Director's (Trustee) (the Board) meetings and shall provide legal advice as requested or called for by the Board. Attorney does not guarantee favorable results in all matters.
5. Other Clients. Client understands and agrees that Attorney conducts a General Law practice and represents other clients. Client is agreeable to this arrangement.
6. No Work - No Pay. Attorney shall only be compensated for work performed for Client. Any vacation and/or sick leave taken by Attorney is not compensable. Attorney may take a vacation of from one to four weeks each year. Client agrees that Attorney may be absent from Board or Member Meeting(s) in the event of illness, inclement weather or vacation time.
7. Independent Contractor. Attorney's relationship with Client shall be as an Independent Contractor and not an employee. Attorney shall be solely responsible for payment of self-employment tax, income tax (state and federal) and any other tax, which Attorney is responsible to pay to any government entity from any compensation received from Client. Client

has no responsibility to pay any tax (other than gross receipts tax) owed by Attorney because of this Agreement.

8. Termination on Death of Attorney. This Agreement shall terminate immediately upon death of Attorney and on the happening of that event, Client shall not be liable to pay any further compensation other than compensation for work performed and not billed or paid prior to date of death.

9. This Agreement may be subject to the approval of the Rural Utility Services of the United States Department of Agriculture. Attorney and Client shall mutually seek such approval.


10. Additional Legal Help. Should Attorney determine that due to the complexity or size of Client's case Attorney would need additional legal help to work the case properly, Attorney shall ask Client to allow the engagement of another attorney to help with the case and Client shall not unreasonably withhold such consent. Client shall compensate any additional attorney required herein under.

11. This Agreement contains the entire contract between the parties. Any change, modification or amendment to this instrument must be made in writing, signed and dated by both Attorney and Client.

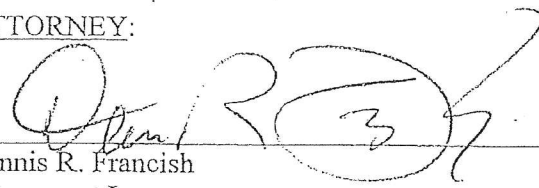
12. New Mexico Law shall govern the construction of this Agreement.

DATE: <sup>Nov 28 2009</sup> ~~January~~ \_\_, ~~2010~~

CLIENT: Socorro Electric Cooperative, Inc.

  
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President, Socorro Electric Cooperative, Inc.

ATTORNEY:

  
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Dennis R. Francish  
Attorney at Law