

**EXHIBIT A**

THIRD AMENDATORY AGREEMENT TO  
POWER SALES CONTRACT BETWEEN  
INDIANA MUNICIPAL POWER AGENCY  
AND  
CITY OF LEBANON

This Third Amendatory Agreement (the "Agreement"), made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between INDIANA MUNICIPAL POWER AGENCY (hereinafter the "Agency"), a body corporate and politic and political subdivision of the State of Indiana, organized and existing under the laws of the State of Indiana, and the CITY OF LEBANON (hereinafter the "Member").

WITNESSETH:

WHEREAS, the Agency and the Member entered into a Power Sales Contract as heretofore amended and supplemented (collectively the "Contract"), attached hereto and made a part hereof, by which the Agency agrees to sell and deliver to the Member, and the Member agrees to purchase and receive from the Agency, all electric power and energy which the Member requires for the operation of its municipal electric system for a term expiring April 1, 2042; and

WHEREAS, the Agency plans for its power supply on a thirty-year timeline and the power supply resources considered can take five to ten years or more for development and construction, with useful lives of decades longer; and

WHEREAS, changing public opinions and government regulations relating to climate change and carbon dioxide emissions require that the Agency be able to adjust its power supply portfolio as the need arises; and

WHEREAS, major new power supply resources would require the issuance of debt with a long-term (at least thirty years) amortization of debt service and associated costs to provide the most economic and reliable power supply to Member and other members of the Agency; and

WHEREAS, it is in the best interests of the Agency and the Member to amend the Contract, as well as the Power Sales Contracts the Agency has entered into with other members of the Agency, to extend the existing term through April 1, 2050 with a thirty-year notice of termination that would allow the Agency the discretion to issue new debt with a long-term amortization if necessary; and

WHEREAS, Member is willing to amend its Contract in the manner sought by the Agency.

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions hereinafter provided, the parties hereto mutually agree as follows:

## EXHIBIT A

Section I. The first paragraph of Section 2 of the Contract is deleted and replaced with the following:

The term of this Contract shall become effective on April 1, 1982. The Contract shall remain in effect until April 1, 2050. On April 1, 2020, and on each April 1<sup>st</sup> thereafter, the Contract term shall be extended automatically for an additional one year period (i.e., on April 1, 2020, the Contract term shall extend until April 1, 2051). Notwithstanding the foregoing, this Contract may be terminated by the Member on April 1, 2050, or on any subsequent April 1<sup>st</sup> thereafter, upon the Member having given prior written notice to the Agency pursuant to Section 21 of the Contract at least thirty (30) years prior to the then current date of termination. In addition, this Contract may be terminated by the Member at such time that all Bonds shall have been paid or provision for such payment shall have been made therefore pursuant to the Bond Resolution and all contractual obligations entered into by the Agency for the generation, purchase, transmission or transformation of power and energy have been terminated and provision has been made for the payment of any residual costs thereof.

Section II. The Agreement shall become effective upon execution by the Agency's President or Chairman or Vice Chairman of the Agency's Board of Commissioners, which shall follow the execution thereof by the Member and the delivery and acceptance of opinions and certificates required pursuant to Section 19 of the Contract. Except as expressly provided for above, the terms and conditions of the Contract herein incorporated by reference remain unchanged and unmodified.

*[Signatures on following page.]*

**EXHIBIT A**

IN WITNESS WHEREOF, Indiana Municipal Power Agency and the City of Lebanon have caused this Agreement to be executed by their respective duly authorized officers as of the day, month and year first above written.

INDIANA MUNICIPAL POWER AGENCY

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
IMPA Secretary  
(Seal)

CITY OF LEBANON

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer  
(Seal)

RESOLUTION NO. 2021-01

**A RESOLUTION OF THE UTILITY SERVICE BOARD OF THE  
CITY OF LEBANON, INDIANA, APPROVING AMENDMENT  
OF THE POWER SALES CONTRACT WITH THE  
INDIANA MUNICIPAL POWER AGENCY**

WHEREAS, the City of Lebanon, Indiana ("City"), by and through the Lebanon Utilities Service Board ("Board"), owns and operates a municipal electric utility, Lebanon Utilities ("Utility"), for the purpose of distributing electricity in the City and surrounding areas; and

WHEREAS, the City is a member of the Indiana Municipal Power Agency ("IMPA"), and that relationship is governed by the Power Sales Contract, as amended, between the City and IMPA; and

WHEREAS, under the Power Sales Contract, IMPA agreed to sell and deliver to the City, and the City agreed to purchase and receive from IMPA, all electric power and energy which the City required for the Utility's operation for a term expiring April 1, 2042; and

WHEREAS, IMPA plans for its power supply on a thirty-year timeline and the power supply resources considered can take five to ten years or more for development and construction, with useful lives of decades longer; and

WHEREAS, changing public opinions and government regulations relating to climate change and carbon dioxide emissions require that IMPA be able to adjust its power supply portfolio as the need arises; and

WHEREAS, major new power supply resources would require the issuance of debt with a long-term (at least thirty years) amortization of debt service and associated costs to provide the most economic and reliable power supply to the City and IMPA's other members; and

WHEREAS, it is in the best interests of IMPA and the City to amend the Power Sales Contract, in the form attached as Exhibit A, to extend the existing term through April 1, 2050 with a thirty-year notice of termination that would allow IMPA the discretion to issue new debt with a long-term amortization if necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD that the Board recommends to the Common Council that it take appropriate action to adopt and implement the proposed amendment to the Contract.

Adopted this 14<sup>th</sup> day of April, 2021

The forgoing Resolution was passed by the Lebanon Utility Service Board this 14<sup>th</sup> day of April, 2021.

Voting For

Voting Against

Abstain

Neil Taylor

Neil Taylor

Neil Taylor

Neil Taylor

Bill Stoner

Bill Stoner

Bill Stoner

James Urban

James Urban

James Urban

James Urban

Tim Hudson

Tim Hudson

Tim Hudson

Aaron Smith

Aaron Smith

Aaron Smith

ATTEST:

Jim Urban

Jim Urban, Secretary