

4. From and after the date when service is commenced under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto under the terms of which Company furnishes and Municipality purchases electric energy, and any and all such other agreements shall be deemed terminated and canceled as of such date.

5. All terms and stipulations heretofore made or agreed to in respect to service of electric energy by Company to Municipality are merged into this agreement, and no previous or contemporaneous representations or agreements made by any officer, agent or employee of Company or Municipality shall be binding upon either party unless contained herein.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF the parties hereto have caused duplicate copies of this agreement to be duly executed by their respective duly authorized proper officers and their respective corporate seals to be duly affixed to such duplicate copies, and properly attested, all as of the day, month and year first above written.

PUBLIC SERVICE COMPANY OF INDIANA, INC.  
(an Indiana Corporation)

By \_\_\_\_\_  
Vice President  
(Company)

ATTEST:

\_\_\_\_\_  
Secretary

City of Lebanon, Indiana,

By BOARD OF PUBLIC WORKS AND SAFETY

\_\_\_\_\_  
Max Edwards

\_\_\_\_\_  
Wendell B. Iddings

\_\_\_\_\_  
Louis Walliser

ATTEST:

\_\_\_\_\_  
R. H. Kinkaid  
Clerk-Treasurer

LEBANON UTILITY SERVICE BOARD  
(Municipality)

\_\_\_\_\_  
Louis J. Akerman

\_\_\_\_\_  
N. Holloman

\_\_\_\_\_  
Stanley D. Hall

*See Minute Book 22, Page 9*

PUBLIC SERVICE COMPANY OF INDIANA, INC.  
1000 East Main Street, Plainfield, Indiana

P.S.C.I. No. 3

EXHIBIT "A"

RATE MER (CODE NO. 203) - SCHEDULE FOR SUPPLY OF TOTAL ELECTRIC REQUIREMENTS  
OF A MUNICIPAL DISTRIBUTING SYSTEM

AVAILABILITY

To municipal electric distributing systems contracting for their entire requirements of electric capacity and associated energy for distribution and retail sale to ultimate users supplied service direct by such system.

CHARACTER OF SERVICE

Electric energy supplied hereunder shall be in the form of three phase alternating current and shall have a frequency of approximately sixty cycles per second.

RATE

Maximum Load Charge (monthly)  
\$1.57 per month per kilowatt of Billing Maximum Load in the month  
Energy Charge (In addition to the Maximum Load Charge)  
2.00c per kwh for the first 10,000 kwh used in any month  
1.50c per kwh for the next 10,000 kwh used in the same month  
1.25c per kwh for the next 30,000 kwh used in the same month  
1.00c per kwh for the next 150,000 kwh used in the same month  
.80c per kwh for all over 200,000 kwh used in the same month  
Load Factor Credit

When the number of kilowatt-hours billed in any month exceeds the product of the Billing Maximum Load for the month multiplied by 360, an amount equal to three mills (\$.003) times the number of kilowatt-hours in excess of such product will be deducted from the energy charge.

MEASUREMENTS OF MAXIMUM LOAD AND ENERGY

Maximum load shall be measured by suitable instruments provided by Company and in any month the maximum load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty-minute interval in such month. Energy shall be metered by suitable integrating instruments. Service hereunder will normally be metered at Company's primary distribution line voltage, which is designated as a standard voltage in the range of approximately 2300 and 15,000 volts. Company, at its sole option, may elect to meter the service either on the load side or the input side