

least twelve (12) months prior written notice to the other may terminate this agreement at the expiration of said initial fixed term or at the expiration of any successive five-year term.

III. PAYMENT FOR SERVICE

Municipality shall pay Company monthly for all electric energy supplies hereunder an amount determined for each month in accordance with the provisions of Rate MUN hereto attached as Exhibit "A" and made a part hereof the same as if incorporated herein.

Should any change in the rate provided for in Rate MUN be lawfully ordered by the Public Service Commission of Indiana, payments for service by Municipality to Company as provided in said Rate MUN shall thereafter be made upon the basis of such new rate as changed and approved by the Public Service Commission of Indiana.

IV. RIGHT OF ACCESS

Company and Municipality do hereby each grant to the other sufficient authority and permission, including rights of access and rights of entry to their respective premises and property at all reasonable times, to enable the authorized agents and employees of both parties, respectively, properly and efficiently to carry out and perform each and all their respective responsibilities, obligations, duties and necessary work incident to the providing and taking of electric energy under this agreement, including the right of each party, if and after this agreement is terminated for any reason, to remove from the premises of the other all its own meters, fixtures and other property previously dedicated to the service theretofore furnished and taken under such terminated agreement. Company and Municipality do hereby each indemnify and save harmless the other from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages, for injuries to or death of persons or damage to or destruction of property, arising in any manner directly or indirectly by reason of acts of such authorized agents or employees of the other party on the premises or property of the other under the above authorization and permission.

V. TERMS AND CONDITIONS OF SERVICE

1. The adjustments provided for in Rate MUN are at all times to^{be} determined in accordance with the conditions from time to time affecting the supplying of electric energy by Company to Municipality hereunder. The original adjustments to be applied shall be as follows:

- (a) Electric energy supplies hereunder will be metered at a voltage of 2400/4160 volts, and accordingly the maximum load measurements and the energy measurements will not be decreased by one per cent (1%) and one and one-half per cent (1½), respectively,
- (b) The monthly maximum load will be adjusted for monthly lagging power factor in accordance with the formula set forth under the caption "Power Factor Adjustment" in Rate MUN.
- (c) Municipality will not install and maintain, at its own expense, the complete substation structure and equipment (including switches and protective equipment, transformers and other apparatus) any or all of which is necessary to transform energy delivered by Company at 15,000 volts or more to the voltage required by Municipality for distribution purposes, and accordingly Municipality will not receive a credit as provided under the caption "Transformation Equipment-Credit Adjustment" in Rate MUN.
- (d) Fuel cost adjustment will be made in accordance with the provisions of the Fuel Cost Adjustment set forth in Rate MUN.

If, after the signing of this agreement, a change occurs in the conditions affecting the supplying of electric service hereunder, and the adjustments (a) and (c) hereinbefore set out are no longer applicable, Company shall give Municipality a written notice of new adjustments which are to be given effect in calculating the charges for service hereunder after the date of such notice. Any such notice given by Company shall modify, amend and supercede this agreement to the extent that the new adjustments vary the adjustments originally established in this agreement or in any amendment thereto.

2. If Municipality makes default in the payment when due of any bill hereunder, or violates any of the other terms or conditions of this agreement, then upon such default or violation Company shall have the right, after due notice to Municipality, to discontinue service to Municipality hereunder. A written notice of the intention to discontinue the supply of electric energy at the expiration of twenty (20) days from the time of notice unless within such twenty days Municipality shall have made good such default or violation, shall be considered such due notice. Discontinuance of the supply of electric energy for any such cause shall, at the option of the Company, have the effect of terminating this agreement. Whenever this agreement shall be terminated for any cause whatsoever, Company shall have the right to remove its meters and other property.
3. Metering and voltage shall be in accordance with (i) the Public Service Commission of Indiana "Rules and Standards of Service for the Electrical Public Utilities of Indiana" as from time to time promulgated by said Commission, and (ii) the American Standards Association publication "ASA C84.1-1954" dated May 1949, to the extent that the same is not in conflict with item (i) above.