

- (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 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 will receive 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affecting the supplying of electric service hereunder, and the adjustments (a) and (c) hereinbefore set out are no longer applicable, Company shall give Municipality a written notice of new adjustments which are to be given effect in calculating the charges for service hereunder after the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 supersede 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.
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.
7. "Notwithstanding the provisions of paragraph 3 of the Terms and Conditions of Exhibit "A" hereto attached, it is understood and agreed by and between the parties hereto that the Customer shall have the right to locate the wires of its distribution system upon the poles of the Company on those streets and highways in and adjacent to the City of Lebanon, Indiana, where the Company owns and maintains poles for use in its own business, but (i) such poles shall be and remain the property of the Company, and (ii) the right of such use hereby given Customer is only such use as can be made by Customer without material interference with the use of such poles from time to time made by Company in its electric utility service. Where the Customer wishes to use such poles of the Company the wires and appurtenances of the Customer shall be placed thereon where and as directed by the Electrical Engineer of the Company and shall be maintained in a proper and safe manner by the Customer and the Customer agrees to assume the entire risk of injuries or damages to any persons (including the Company) or their property caused by the presence or use of said wires or appurtenances of the Customer on said poles where such injury or damage is due solely to the negligence of the Customer and Customer agrees that it will except in case of concurrent negligence by the Company indemnify and hold harmless the Company in case of any such injury or damage whether such injury or damage is due to Customer's sole negligence or to the concurrent negligence of Customer and a third party." (+ of injury to its employess in going upon said poles, and the entire risk)