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THIS AGREEMENT, made and entered into this 7th day of April, 1921, between the THOMPSON FALLS POWER COMPANY, a Montana Corporation, hereinafter called the "Power Company", and the CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the "Railway Company",

W I T N E S S E T H :

WHEREAS, by that certain agreement dated February 11, 1913, made between the said Power Company as the first party, and the said Railway Company, as the second party, it was stipulated and agreed, among other things, that the Power Company should sell and deliver to the Railway Company and the Railway Company take and receive from the Power Company electric power or energy for operating the Railway lines of the Railway Company between that station known and designated as Deer Lodge, in the State of Montana, and that certain station known and designated as Avery, in the State of Idaho; and

WHEREAS, the said parties hereto desire to amend and supplement said contract as hereinafter set forth;

NOW THEREFORE, it is hereby stipulated and agreed by and between the parties hereto as follows:

1. That the second Article of said contract of February 11, 1913, be, and the same is hereby, amended to read:

"Second. Subject to the reservations and in accordance with the provisions of this agreement as hereinafter stated, the Power Company hereby sells and agrees to deliver to the Railway Company and the Railway Company hereby buys and agrees to receive from the Power Company, electric power or energy for operating its railway equal to but not at any one time exceeding, except as provided for in Articles 9, 10, 11, 12, 12-a and 12-b, ten thousand (10,000) kilowatts, for the full period of this agreement."

2. That the Twelfth Article of said contract of February 11, 1913, be, and the same is hereby, amended to read:

"Twelfth. It is agreed that the Railway Company shall have, and it is hereby given, the right, to be exercised at its option, in writing as aforesaid, of taking power in addition to the ten thousand (10,000) kilowatts herein contracted for, up to the full amount of twenty-five thousand (25,000) kilowatts at any time subsequent to January 1, 1923, and prior to January 1, 1928, provided it shall have called, under the provisions of this option, for at least sixty-three hundred (6,300) additional kilowatts prior to January 1, 1923.

It is agreed that the provisions set forth in Article Eighth hereof, with reference to the minimum payments which shall be made for power delivered under this contract, shall apply in like proportion to the amount which the Railway Company shall be under obligation to take after having exercised its right with reference to any of the options herein expressed, except those provided for in Article "Twelfth-b", the same as said provision covers the rate of payment to be made upon the original amount herein contracted for."

3. That there shall be, and are hereby, added to and incorporated in said contract of February 11, 1913, additional articles to be numbered "Twelfth-a", "Twelfth-b" and "Twelfth-c", which said articles shall be inserted in said contract between the twelfth

and thirteenth articles thereof, and shall read as follows:

"Twelfth-a. It is agreed that the Railway Company shall have, and it is hereby given, the right, at its option, to be exercised from time to time, and in writing as aforesaid, of taking power for any calendar month, if the Power Company is willing to furnish the same; such power to be in addition to the original amount of ten thousand (10,000) kilowatts to be taken and received by the Railway Company, or of said amount as increased by the exercise of any of the options hereinbefore provided: Provided, however, that the amount of power which the Railway Company may so take for any such calendar month, shall be so taken only after the Power Company shall have signified its willingness to furnish such power for such period. At the expiration of any such calendar month, the Railway Company shall cease to take and receive such extra amount of power until and unless it shall again with the consent of the Power Company exercise the option granted unto it by the provisions of this Article.

"Twelfth-b. It is further agreed that the Power Company will, if it shall so elect, upon the request of the Railway Company, permit the Railway Company to take, from time to time, power for temporary emergency uses, in excess of said original amount of ten thousand (10,000) kilowatts, or of said amount as increased by the exercise of any of the options hereinbefore provided; but said power shall be taken only after the Power Company shall have signified its willingness to furnish it. The minimum amount of power which the Railway Company may take under the provisions of this Article is One Thousand (1000) kilowatts. All amounts in excess of such minimum of One Thousand (1000) Kilowatts shall be requested, taken and paid for in multiples of Five Hundred (500) kilowatts. All power taken under this Article shall be taken for a period or periods of twenty-four (24) consecutive hours each. The Railway Company shall pay for this power Fifty-Dollars (\$50.00) for each Five Hundred (500) kilowatts requested or taken for each twenty-four hour period.

"Twelfth-c. It is agreed that the Railway Company shall not have the right to take, and shall not take, under the provisions of Articles Twelfth-a and Twelfth-b, or of either thereof, any amount of power which, when added to the amount of power which it is taking under any or all other provisions of said contract, shall produce a total amount in excess of twenty-five thousand (25,000) kilowatts.

4. That the Fourteenth Article of said contract of February 11, 1913, shall be, and the same is hereby, amended to read as follows:

"Fourteenth. It is agreed that the Railway Company shall have a preferential right to receive power from the Power Company, and that up to the full amount which it shall have contracted to receive and use, the Power Company will sell and deliver said power before filling any other contract.

It is agreed that the Power Company shall hold itself in readiness to furnish all of the power herein contracted for up to the maximum amount that the Railway Company shall be entitled to receive continuously so that the Railway Company shall during the full period of this contract, except as otherwise herein provided for, be able to draw upon said Power Company for the full amount of power which it shall be entitled to receive at such times as may be necessary to meet the requirements of its business.

Provided, however, that the provisions of this Article shall not be construed as applicable to the power to be taken by the Railway Company or furnished by the Power Company under the provisions of Articles Twelfth-a and Twelfth-b hereof.

It is also agreed that in the event of the Power Company failing for reasons other than those specified in Article Thirteenth to

operate its hydro-electric works, situated near Thompson Falls in Sanders County, Montana, and known as the Thompson Falls Development, or deliver power under the terms of this contract the said Railway Company shall have and it is hereby given the right to enter into the possession of the said hydro-electric works and to operate such works during such period as the Power Company shall fail or refuse to perform its engagements hereunder.

It is further agreed that in the event of the Power Company or any successor in interest desiring at any time to transfer the property constituting its said power site or any part thereof or any interest therein or in the event of the said Power Company desiring to create any lien or encumbrance by Mortgage, deed of trust or otherwise upon the said property or any portion thereof, that the said instrument of transfer, mortgage, deed of trust or such other encumbrance as may be placed upon said property, shall be subject to the terms of this contract and that the right which is given to the Railway Company to operate in the event of the happening of any of the contingencies above specified shall be and it is hereby made binding upon all persons taking title or claiming through the said Power Company and to that end and for that purpose it is agreed that all of the covenants herein contained shall be and they are hereby made covenants running with the land and any instrument of transfer, lease, mortgage, deed of trust or other instrument which may be executed as aforesaid for the purpose of securing any bonds, notes or other evidences of indebtedness or for any other purpose whatsoever shall contain suitable stipulations and provisions that such transfer, lease, mortgage, deed of trust or other instrument, as the case may be, shall be subject to the rights of the Railway Company under this contract, and it shall also be made a condition of any such transfer, lease, mortgage, deed of trust or other instrument, that in the event of a default or other cause occurring resulting in the sale of the property or any interest therein or in the foreclosure of any lien which may exist against the said property or any interest therein the transfer of said property whether under a power of sale contained in any mortgage, or transfer or other instrument creating such lien or right in said property, or in the event of foreclosure the decree of the court adjudicating the matter shall contain suitable provisions and stipulations which shall be binding upon the purchaser under such sale and which will insure the carrying out of the obligations of the Power Company hereunder by its successors in interest, without any option or election or other right being given to such successor to discontinue the obligations of the Power Company or of any such obligations hereunder."

5. The Railway Company in consideration of the acceptance of the foregoing amendments, hereby stipulates and agrees that it will permit the Power Company to transfer electric energy or power over the Railway Company's power transmission line from the power transmission line of the Power Company connecting with the Railway Company's said line at the Railway Company's substation at Gold Creek, in Powell County, Montana, to the power transmission line of the Power Company connecting with the Railway Company's said line at the Railway Company's substation at East Portal, in Mineral County, Montana, and from said power transmission line of the Power Company connecting with the Railway Company's said line at said substation at East Portal aforesaid, to the power transmission line of the Power Company connecting with the Railway Company's said line at the Railway Company's said substation at Gold Creek aforesaid; Provided, however, that the privileges hereby granted shall be at all times subordinate to the right of the Railway Company to the use of said line for and in connection with the operation of its railway; and the Power Company shall not, and hereby agrees that it will not so use said line in the exercise of the privilege hereby granted, as to interfere with or detrimentally affect the use and operation thereof by the Railway Company or the operation of said Company's railway. The Power Company shall, and it does hereby, assume all risks of all delays, losses, damages or injuries

whatsoever which it or its customers may sustain in the transmission of electric energy or power over the Railway Company's power transmission line pursuant to the privilege hereby granted, or in the delivery of such power or energy, growing out of any defective condition or failure of said power transmission line; and the said Power Company shall, and hereby agrees that it will, release, indemnify and save harmless the Railway Company from any and all claims for damages and damages growing out of any delay, loss, damage or injury the risk of which is assumed by it.

The rights and privileges hereby granted unto the Power Company with respect to the use of said power transmission line, shall not be assigned or transferred by the Power Company without the written consent of the Railway Company thereto being first obtained and had.

6. That there shall be and is hereby added to and incorporated in said contract of February 11, 1913, an additional article to be numbered "Seventeenth-A", which shall be inserted in said contract between the Seventeenth and Eighteenth articles thereof, and shall read as follows:

"Seventeenth-A. The Railway Company will furnish to the officers and agents of the Power Company such free transportation over its railway as, in the opinion of the Railway Company, may be necessary and proper for the carrying out of the provisions hereof and of this contract as amended and supplemented.

7. This amendatory and supplemental agreement shall terminate January 1, 1928, and thereupon all rights and privileges hereby granted shall end and determine, all amendments hereby made shall cease to be effective, and said contract of February 11, 1913, shall again become and remain in force and effect unaffected by any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their proper officers therunto duly authorized the day and year first herein written.

THOMPSON FALLS POWER COMPANY,

By F. M. Kerr
Vice President.

(Seal)
Attest:

E. P. Hagan
Secretary

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,

By E. L. Byrne
President.

(Seal)
Attest:

E. W. Adams
Secretary

Approved for execution: H. B. Farling, Vice President.
Form approved: F. M. Dudley, General Attorney.
R. Secunke, Elec. Engr.