

THIS AGREEMENT, Made and entered into this 5th day of March, A. D. 1914, between the Thompson Falls Power Company, a corporation, organized under the laws of the State of Montana, party of the first part, hereinafter for convenience referred to as the Power Company, and the Chicago, Milwaukee & St. Paul Railway Company, a corporation, organized under the laws of the State of Wisconsin, for convenience hereinafter referred to as the Railway Company, party of the second part, Witnesseth:

WHEREAS, heretofore, by contract of date February 11, 1913, the parties hereto entered into a certain contract; and,

WHEREAS, by said contract it is agreed that the line of Railway of said Railway Company between the stations Deer Lodge, Montana, and Avery, Idaho, should be equipped with apparatus so that the same should be operated by electric power furnished by the said Power Company; and,

WHEREAS, under said contract it was agreed that the said Power Company should provide the necessary equipment for measuring the said power, as as to be delivered, at two points on the said division between Deer Lodge, Montana, and Avery, Idaho, which said points have been selected by the said Railway Company and agreed upon as follows: At Gold Creek and East Portal, Montana; and,

WHEREAS, Under said contract heretofore entered into and referred to, it is provided among other things, as follows:

"It is agreed that the power herein contracted for shall be measured at each agreed point of delivery by curve-writing watt-meters operated synchronously and integrating watt-hour meters, or such approved instruments for the measurement of electric current as may be agreed upon by the parties hereto.

"It is agreed that the measurement of the said power shall at all times be under the control and direction of the said Power Company, but that the said Railway Company and its duly designated agents shall, at all times, possess the right to make full inspection of the methods employed and the instruments and apparatus used for recording such measurements and to make any tests or examinations which may be necessary to enable the said Railway Company and its agents to determine the accuracy and reliability of such methods as may be pursued and such instruments and apparatus as may be used for the recording and measuring of the electric power furnished."

In order to carry out the terms and provisions of said contract of February 11, 1913, in respect to the two next preceding paragraphs, and not for the purpose of changing, modifying or amending said contract, or any provision thereof, in any way, it is deemed desirable by the parties hereto to provide by agreement for the installation and operation of a power limiting and indicating system, as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties hereto, this contract WITNESSETH:

1. The Railway Company shall, at its own initial cost and expense, install, or cause to be installed, a power limiting and indicating system upon its said line of railway between said stations of Deer Lodge, Montana, and Avery, Idaho, above mentioned, the type of system as to be installed to be similar to that already installed on the Railway Company's Rocky Mountain Division.
2. The said Power Company and the said Railway Company shall each bear one-half the total cost installed of each of the said apparatus as is located in the Dispatcher's office of said Railway Company, and of the circuit required for connecting this apparatus with suitable 4400-volt power supply.
3. Each of the parties hereto shall bear one-half of the total cost installed, of the circuit connecting the power limiting and indicating apparatus in the Dispatcher's office, with that in the substations, the cost of this circuit to include wire, insulators, pins, cross-arms and hardware, and also all labor required for installing this circuit; this circuit to extend from a

point at or near Deer Lodge, Montana, to the Railway Company's substation at Avery, Idaho, and to be run on the Railway Company's trolley and feeder poles.

4. Each party shall bear one-half the actual cost installed, of the substation apparatus required for the power indicating portion of the system, and the Railway Company shall bear the actual cost installed, of such additional portions of the substation apparatus as are required only for the power limiting feature of the system.

5. The Railway Company shall, on or before the 15th day of each month, render to the Power Company a bill covering in whole or part the proportion due the Railway Company by the Power Company on account of the installation of apparatus and connecting circuits as provided above, and such bills shall be payable within fifteen days thereafter.

6. The Power Company shall reimburse the Railway Company in accordance with annual bills to be furnished by the latter for its proportion of taxes and insurance chargeable to the power limiting and indicating apparatus and necessary circuits, said charges to be reckoned on basis of 1 1/2% of the Power Company's proportion of original investment and subsequent additions and improvements properly chargeable to the cost of the plant, excepting the actual cost of such additional portion of the substation apparatus required only for the power limiting feature of the system. Each annual bill shall be rendered by the Railway Company as soon as practicable after the payment of such taxes or insurance by the Railway Company, and shall be payable within fifteen days thereafter.

7. Each party shall bear one-half of the charges of maintenance and operation of that part of the system required for power indicating, and the Railway Company shall bear the charges for the maintenance and operation of that part of the system required for power limiting. The Railway Company shall bill the Power Company on or before the 15th day of each month for the proportion of such charges due from the Power Company for the preceding month, and such bills shall be payable within fifteen days.

8. The said apparatus installed hereunder shall be operated by the employees of the Railway Company, but under the control and direction of the Power Company as regards the measuring and recording features of the system, subject, however, to inspection and tests by the Railway Company, as outlined in contract dated February 11, 1913, heretofore referred to.

9. The Railway Company hereby reserves the right, upon reasonable notice in writing to the Power Company, to assume complete ownership of the entire system to be installed hereunder, and in case the Railway Company shall assume such complete ownership, it shall reimburse the Power Company in an amount equal to its original investment in such system, less a proper depreciation on such apparatus, and in the event of such purchase by the Railway Company, the Power Company shall thereafter not be under any obligations to bear any part of the expense of maintaining or operating said system or any part thereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, that this contract is made and entered into for the purposes of conveniently carrying out the terms and provisions of the said contract of date of February 11, 1913, herein referred to, and not for the purpose of changing, modifying or amending in any particular, any term, feature or provision of said contract of February 11, 1913, and if there be, or should prove to be, any conflict or inconsistency between this contract or any of its provisions or terms and any provision or term of said contract of February 11, 1913, or any of its terms or provisions, then the said contract of February 11, 1913, and its terms and provisions shall control and shall be held to abrogate any such term or provision of this contract as shall conflict therewith.

This contract shall be and remain in full force and effect from the date first above written, to the termination of the contract of February 11, 1913.

It is agreed that the terms and provisions of this contract shall inure to the benefit of, and its obligations shall be binding upon, the successors and assigns of the respective parties hereto.

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

THOMPSON FALLS POWER COMPANY

(SEAL)

By P. M. Kerr
Vice President

Attest:

S. P. Boon
Secretary

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY

(SEAL)

By E. E. Byram
President

Attest:

E. W. Adams
Secretary

Approved as to Form: E. E. Field