- C o p y -

8772 N 920 #4

THIS AGREEMENT, made and entered into this 30th day of December, 1922, 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, in that certain agreement between the parties hereto, dated February 11th, 1913, covering the sale and purchase of electric power, it was stipulated, among other things, in the Twelfth Article thereof, that the Railway Company should have the right to take power in addition to the 10,000 kilowatts originally contracted for up to the full amount of 25,000 kilowatts, at any time subsequent to January 1st, 1918 and prior to January 1st, 1928, provided it should have called for at least 7,500 additional kilowatts prior to January 1st, 1923, and

WHEREAS, said agreement of February 11th, 1913, was amended and supplemented by written agreement dated April 7th, 1921; and,

WHEREAS, the said parties hereto desire to cancel and set aside said supplemental and amending agreement in its entirety, and in lieu thereof to amend and supplement said contract of February 11th, 1913, as hereinafter set forth,

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

1. That said supplemental and amending agreement of April 7th, 1921, be, and is hereby, cancelled and set aside as of the date of this agreement.

2. The Twelfth Article of said contract of February 11th, 1913 is hereby amended to read:

TWELFTH. (a) The Railway Company agrees to take and receive from the Power Company, on and after the following dates, corresponding fixed amounts of power, as per Schedule "A", as follows:

Schedule "A"

[redacted]

On and after January 1st, 1923	-	14,000 kilowatts
On and after January 1st, 1924	-	15,000 kilowatts
On and after January 1st, 1925	-	16,000 kilowatts
On and after January 1st, 1926	-	17,000 kilowatts
On and after January 1st, 1927	-	18,000 kilowatts

(b) The Railway Company shall have the right, to be exercised at its option in writing, to take from and after January 1st, 1923, additional amounts of power, in blocks of 500 kilowatts each, up to but not exceeding 10,000 kilowatts, in addition to the amounts of power which it is obligated to take and receive under paragraph (a) hereof, such additional amounts of power to become fixed for the remaining term of this contract.

(c) Until the amount of "fixed power" hereunder shall reach 28,000 kilowatts, the Railway Company shall have the further right to take power for peak load purposes, in addition to the "fixed power" being taken, in an amount up to 10,000 kilowatts, when and if the Power Company shall have available excess power in the requisite amount which would not otherwise be used; and it is agreed that such excess power shall be available for the Railway Company at all times except during such periods as shall be covered by notice from the Power Company to the Railway Company that such power is not available. It is agreed, however, that the Railway Company shall not have the right to take, and shall not take, under this provision, any amount of power which, when added to the amount of power which it is then taking under any and all other provisions of this contract, shall reach a total amount in excess of 28,000 kilowatts.

(d) On January 1st of each year, the Railway Company shall be obligated to exercise an option, under the terms of paragraph (b) hereof, for a sufficient additional amount of power so that the total amount of fixed power to be taken during the succeeding term of this agreement shall not be less than

(i)

the average amount of power taken during the preceding year divided by 60%, said average amount of power to be determined by dividing the total kilowatt hours taken during the preceding year by the number of hours in the year.

(e) It is agreed that the provisions set forth in Article Eight 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 take or shall be under obligation to take under the stipulation herein expressed, 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 11th, 1913 two additional articles, to be numbered Seventeenth-A and Seventeenth-B, which shall be inserted in said contract between the SEVENTEENTH and EIGHTEENTH articles thereof, and which shall read as follows:

SEVENTEENTH-A. The Power Company agrees that if, during the remaining term of this agreement, it shall enter into a contract with another Railway Company for furnishing power for electrification purposes, such power to be furnished in similar amounts and under similar conditions to those under which the power covered by this agreement is furnished, and if such contract would be more favorable to the Railway Company, party hereto, than this agreement, then this agreement, upon request of the Railway Company, shall be modified to make it equally advantageous to it.

SEVENTEENTH-B. 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.

4. This amendatory and supplemental agreement shall be and remain in effect during the remaining term of said agreement of February 11th, 1913.

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

THOMPSON FALLS POWER COMPANY,

By F. M. Kerr
Vice President

ATTEST:

S. F. Hogan,
Secretary

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY

By H. E. Byram,
President

ATTEST:

A. C. Hagensick
Asst. Secretary.

Form Approved: F. M. Dudley, General Attorney
Approved for Execution: H. B. Earling, Vice President