

C O P Y

8748 - N - 912 #4.

THIS AGREEMENT, made and entered into this 7th day of April, 1921, between the GREAT 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 November 25, 1912, made between the said Power Company, as the first party, and the Chicago, Milwaukee & Puget Sound Railway Company, a Washington corporation, 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 certain station known and designated as Harlowton and that certain other station known as Deer Lodge, both of said stations being in the State of Montana; and

WHEREAS, the Railway Company, party hereto, has heretofore succeeded to all of the properties, rights and interests of the said Chicago, Milwaukee & Puget Sound Railway Company, including the properties, rights and interests of said Company in said railway line and in and under said contract; 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 November 25, 1912, 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 Article Twelfth of said contract of November 25, 1912, shall 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, 1918, and prior to January 1, 1928, provided it shall have called for under the provisions of this option 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" hereof, 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 November 25, 1912, 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 the 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 (1,000) kilowatts. All amounts in excess of such minimum of One Thousand (1,000) 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 November 25, 1912, 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 Article Twelfth-a and Twelfth-b hereof.

5. That there shall be, and is hereby added to and incorporated in said contract of November 25, 1912, 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.

6. This amendatory and supplemental agreement shall terminate January 1st, 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 November 25, 1912 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 thereunto duly authorized the day and year first herein written.

GREAT FALLS POWER COMPANY,

(Seal)

By F. M. Karr,
Vice President.

(Attest:)

S. P. Hogan,
Secretary.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,

(Seal)

By H. E. Byram.

Attest:

E. W. Adams,
Secretary.

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