

ment the corporation shall pay to the contractor, his heirs, executors, administrators or assigns, the sum of ten thousand (\$10,000) dollars per year, in four equal quarterly payments of two thousand five hundred (\$2,500) dollars each, the first of which shall become due and be paid at the expiration of three months from the completion of said works and the completion of the term of notice to the corporation hereinbefore provided for, and the subsequent payments of which shall become due and be paid at the expiration of each and every period of three months next ensuing after the date fixed as aforesaid for the said first payment; provided, however, that if after making due efforts the corporation shall upon the completion of the said works be unable to receive the said water and power supply then the corporation shall not until it shall be in a position to receive the same be called upon to commence making the said payments before the expiration of the time within which the contractor is hereby bound as aforesaid to complete his said works.

to. The contractor shall furnish and deliver to the corporation from time to time all the water required by it for the purpose for which water is to be supplied to it as aforesaid over and above the said quantity of two hundred and fifty millions of gallons per year and also all the electric power or energy required by it to operate its electric railway, lighting and heating systems and for all other purposes hereinbefore mentioned over and above the said seven hundred and fifty horse power, to the full extent of the capacity of the works which the contractor is now, or shall hereafter be, authorized and empowered to construct, and shall from time to time and at all times, upon receipt of proper and reasonable notice of the corporation's increased requirements of water or electric power or energy, and so far as he is authorized to do so, construct the works necessary to meet such additional requirements, and the corporation shall have the right from time to time and at all times to take and use the water and electric power or energy required by it for any of the purposes for which water and electric power or energy are to be supplied to it as aforesaid, to the full extent of the capacity of the contractor's works, provided, however, that the agreements and stipulations contained in this paragraph shall be subject to the terms and conditions set forth in paragraphs number eleven (11), twelve (12) and thirteen (13) of this agreement.

11. When and as often as the quantity of water supplied and delivered to the corporation as aforesaid shall exceed sixty-two million, five hundred thousand (62,500,000) of gallons for any of the said periods of three months, the corporation shall pay to the contractor, his heirs, executors, administrators or assigns, one cent for each one thousand gallons of such excess and the same shall become due and be paid quarterly on the second of the said quarter days next ensuing after the completion of the period of three months during which such excess may occur; provided, however, that if at the end of any year (to be reckoned from the date of the completion of the said works as aforesaid or some date to be mutually agreed upon between the parties hereto) the amount of water supplied during such year to the corporation shall not have exceeded two hundred and fifty millions of gallons altogether, the corporation shall have the right to deduct from the last of its payments for such year any sum or sums which it may have already paid for water supplied to it in any three months of such year in excess of sixty-two million five hundred thousand (62,500,000) gallons.

12. When and as often as the amount of electric power or energy supplied and delivered to and taken by the corporation as aforesaid shall exceed seven hundred and fifty horse power the corporation shall pay to the contractor, his heirs, executors, administrators or assigns, the sum of twenty-five dollars (\$25.00) per year for each horse power of such excess, and the same shall become due and be paid quarterly on the second of the said quarter days next ensuing after the completion of the period of three months during which such excess may occur.

13. The contractor shall not be obliged or compelled, notwithstanding anything contained in paragraph number ten (10) hereof, to supply or deliver to the corporation any quantity of water in excess of the said quantity of two hundred and fifty millions of gallons per year or any amount