

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 (\$25.00) dollars 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 of electric power, or energy in excess of seven hundred and fifty horse power, except to the extent to which the contractor can supply and deliver such excess, after supplying and delivering to other customers or consumers with whom he may from time to time have contracts or agreements, the water or power required by them under such contracts or agreements for manufacturing, hydraulic or other purposes for which the contractors shall have authority to supply or deliver water or power or energy; but the contractor shall not at any time after the receipt of notice of the corporation's increased requirements of water or power, as provided in paragraph number ten (10) hereof, make or enter into any new contract or agreement with any consumer or customer for the supply or delivery of either water or power, if the fulfillment of such contract or agreement may prevent the contractor from supplying and delivering to the corporation the additional amounts of water or power required by it under paragraph number ten (10) hereof.

14. Should the payments or any part of the payments to be made under this agreement remain overdue and unpaid for a period of ninety (90) days from the days and times on which they shall respectively become due and payable, the contractor shall thereupon be at liberty to shut off the supply of water and electric power or energy contemplated by this agreement and cease to supply and deliver any water or electric power or energy or either of them to the Corporation until all moneys due under this agreement shall have been fully paid and satisfied.

15. The contractor shall be considered to have supplied to the corporation, and the corporation shall be considered to have supplied to customers or consumers, electric power or energy to the full capacity of any motor or other appliance or set of appliances with which either the contractor or the corporation may connect a conductor of electric power or energy when and so long as the electric current supplied to such conductor is of sufficient capacity to operate such motor or other appliance or set of appliances, whether the same be used during only part or the whole of the time thereafter, but no extra charge for power shall be made to the corporation until the gross amount of electric power or energy supplied to the different motors or other appliances of the corporation or its customers or consumers shall exceed seven hundred and fifty horse power.

16. The contractor shall have the right to sell, lease or otherwise dispose of and to deliver water derived from the sources above named for