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By F. Delman, Deputy.

(Seal) O. D. Lawson, County Clerk.

206395 LB

COMPARED

CONTRACT

THIS AGREEMENT Made this 26th day of March, 1922, by and between Sand Springs Home, an Oklahoma corporation, party of the first part, and Eastern Oklahoma Light & Power Company, an Oklahoma corporation, party of the second part, WITNESSETH:

WHEREAS, the party of the first part, among other enterprises, is engaged in business as a distributor of electrical current, same being transmitted by means of high tension lines in various parts of the State of Oklahoma; and,

WHEREAS, party of the second part is engaged in business as a distributor of electric current, and especially in selling same in various cities and towns in the State of Oklahoma; and,

WHEREAS, party of the first part desires to sell electric current to party of the second part, and party of the second part desires to purchase same from party of the first part.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, said parties have agreed as follows:

1. The first party agrees to sell electric current to party of the second part from said high tension line; said current to be delivered to second party at points convenient to party of the first part, on said high tension line, said current to be used by party of the second part for distribution and sale in cities and towns, where it has, or may hereafter have, franchises. The party of the second part agreeing at its own expense to build its own transmission line to the point of connection with the high tension line of party of the first part, and party of the first part to be at no expense in making connections, except as hereinafter provided.
2. Party of the first part agrees to furnish suitable transformers and substation equipment at connecting points, and may refuse to make connection at any point, or furnish such equipment, if the probable consumption of electric current does not justify such investment.
3. Party of the first part will permit party of the second part to connect on to said high tension lines at such point, or points, as may be satisfactory to first party; the exact point to be decided by first party, and connection to be made by first party or under its direction; but connection will not be made at any point that will interfere with franchises or contracts held by first party, and to in no manner interfere with the sale, distribution or connections that party of the first part may already have, or may hereafter acquire with other municipalities, corporations and persons.
4. Party of the second part will pay party of the first part for electrical current, sold hereunder, the sum of three and one-half ( $3\frac{1}{2}$ ) cents per K. W., to be measured by meters at points of connections, same to be installed by first party at its expense. In case either party believes the meter, or meters, to be incorrect, they shall notify the other party and may require such meter, or meters, to be tested. The meter, or meters, shall be tested in the presence of representatives of both parties, and if found inaccurate shall be restored to an accurate condition. If any meter is found to be more than 2% from normal, it shall be considered inaccurate. If any meter is found