

minimum manufacturing price of two cents per one thousand cubic feet, than the said party of the first part shall have ninety per cent of the gross receipts from the sale of gas at such rate.

The said party of the second part hereby accepts the conditions and obligations mentioned and set forth in this agreement, and agrees to the suspension of the terms and conditions of the "Original agreement" in reference to such sale of gas for the term of two (2) years from the 1st., day of September, 1908; that settlements for gas shall be made in accordance with the terms of this contract instead of the "original agreement" from said date and that it shall make or cause to be made a statement with settlement at the end of each month or within ten days thereafter, transmitting to the first party with such settlements full sworn statement of the gas sold and the price obtained therefor under the three different conditions of sale mentioned herein.

PROVIDED, That said second party shall have the option and privilege, upon ten days written notice to the party of the first part at its office in Chicago, Illinois, to terminate this contract at any time within two years from the 1st., day of September, 1908, and upon such notice by said first party and in ten days thereafter, the terms and conditions of the "original agreement" shall immediately go into full force and effect as of the date of September 1st., 1908, i.e. in reference to the sale of gas under such agreement.

Second party agrees that the first party, its officers or any legal representatives, shall have access to, and the privilege of examining the books of the second party, for the purpose of rectifying or proving the statements and settlements of second party in reference to the sale of gas under this contract.

In consideration of this agreement, for the purchase price of such gas, and for the purpose of securing the first party in the fulfillment of the terms and obligations of this contract, the said party of the second part, its successors and assigns, has sold and assigns, and by these presents does hereby grant, bargain, sell, assign and set over to and unto the said party of the first part, its successors and assigns, for the term and duration of this contract, fifty per cent of the gross receipts of all gas sold for domestic and other purposes, where such gas is sold at the rate of over four cents per one thousand cubic feet, seventy-five per cent of the gross receipts of all gas sold to factories and for other purposes where same is sold at four cents, or less than four cents down to two cents, per one thousand cubic feet, and ninety per cent of the gross receipts of all gas sold at the minimum rate of two cents per one thousand cubic feet.

It is understood and agreed by and between the parties that it is not the intention of the parties hereto, to change, alter or vary the terms of the "original agreement" in reference to the term of such agreement, etc., but merely to suspend the conditions of the purchase of gas under such "original agreement" for the term of two years from the 1st., day of September, 1908, or for a shorter length of time at the option of the second party:

It is further agreed that settlement for gas under this contract, for so long as it may continue, shall be in lieu of settlement for a relative time under said "original agreement" and that upon the termination of this contract, the terms and conditions of said "original agreement" shall be binding upon the parties, for its term as before the execution of this contract, settlement for gas