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electric overhead system over the tracks herein referred to, and install the necessary meters for measuring the current consumed on said tracks, it may do so by paying the cost and expense necessary to effect the same, and in such an event the Railway Company will pay to the Greenville Company for power consumed by it on the following basis to-wit: For the purpose of ascertaining the amount of current consumed by the trains and cars of the Railway Company on Track No. 1, the Railway Company agrees that it will keep a record of the number of car miles operated by it over said track during each and every month, and will submit a statement to the Greenville Company showing such number of car miles so operated, together with a statement showing the amount of current consumed in operating a car mile; and the Railway Company will pay to the Greenville Company for the amount of current consumed on the above basis.

For the purpose of ascertaining the amount of power consumed by the cars of the Railway Company on track No. 2 and No. 3, the Greenville Company agrees that it will keep a record of the number of car miles operated over tracks No. 2 and No. 3 by the Greenville Company and will ascertain the amount of current consumed per car mile, taking as a basis the average amount of current consumed per car mile on the remainder of the system of the Greenville Company and will render to the Railway Company, a statement showing the total amount of current consumed on said tracks and the number of car miles operated by the Greenville Company and the amount of current consumed per car mile, and the Railway Company will pay to the Greenville Company the difference between the amount of current consumed by the Cars of the Greenville Company, taken on the above basis, and the total amount of current consumed on said tracks.

Either party may at the end of any sixty (60) days during the term of this contract call for a re-adjustment of the above basis, and if the parties cannot arrive at a fair and equitable adjustment of the same, then it shall be submitted to arbitrators who shall be chosen as hereinafter provided.

In the event of any additions to, or betterments or improvements of the said tracks of the Greenville Company to be jointly used hereunder as aforesaid, shall at any time hereunder and during the life of this agreement, in the judgement of both parties be deemed necessary for the joint account of the parties hereto, then and in such event, the Greenville Company may make or construct the same and the cost thereof shall be added to the said agreed capital value of said tracks set forth in sub-division A of this paragraph, and thereafter the Railway Company shall pay interest at the rate hereinbefore stated upon said added cost as well as upon said original valuation and shall also pay such proportion of the future cost of the maintenance and operation for the joint account of such additions betterments or improvements as it may at the time be paying hereunder on the facilities then in use; Provided, however, that if the Greenville Company shall make any additions, betterments or improvements to the said tracks for its sole use and benefit, then the Greenville Company shall pay the cost of making the same, and the Railway Company shall have no rights respecting such additions, betterments and extensions, but the Railway Company shall not thereby be deprived of any rights or privileges thereby granted.

Fourth: That either party hereto shall have the right at any time hereafter, by serving upon the other sixty (60) days notice in writing of its election so to do, to change the basis hereinbefore stated of the apportioning between the parties hereto the expense of maintenance of said facilities to be jointly used hereunder, and in the event that that the parties hereto cannot at the time agree upon the question of the proper basis -