

THE MONTANA POWER COMPANY

John D. Ryan, President - F.M. Kerr, Vice Pres. & Gen.Mgr.

General Offices - Electric Building

Butte, Montana.

December 28, 1933.

Chicago, Milwaukee & St. Paul Railway Company,
a Wisconsin corporation,
Seattle, Washington,

Gentlemen:- ATTENTION MR. H. E. EARLING.

WHEREAS, in section TWELFTH of that certain written contract entered into as of date February 11, 1913, between the Thompson Falls Power Company and the Chicago, Milwaukee & St. Paul Railway Company, a Wisconsin corporation, it is in part agreed as follows:

"TWELFTH. It is agreed that the Railway Company shall have, and it is hereby given, the right, to be exercised at its option, in writing as aforesaid, of taking power in addition to the ten thousand (10,000) kilowatts herein contracted for, up to the full amount of twenty-five thousand (25,000) kilowatts at any time subsequent to January 1, 1918, and prior to January 1, 1928, provided it shall have called for under the provisions of this option for at least seventy-five hundred (7500) additional kilowatts prior to January 1, 1933."

AND WHEREAS, by a supplemental and amendatory agreement, entered into as of date April 7, 1921, between said Thompson Falls Power Company and said Chicago, Milwaukee & St. Paul Railway Company, said provision of section TWELFTH was amended to read as follows:

"Twelfth. It is agreed that the Railway Company shall have, and it is hereby given, the right, to be exercised at its option, in writing as aforesaid, of taking power in addition to the ten thousand (10,000) kilowatts herein contracted for, up to the full amount of twenty-five thousand (25,000) kilowatts at any time subsequent to January 1, 1918, and prior to January 1, 1928, provided it shall have called, under the provisions of this option, for at least sixty-three hundred (6,300) additional kilowatts prior to January 1, 1933."

The Thompson Falls Power Company, in compliance with your request that your Railway Company may have further time in which to determine its action, hereby agrees that your Railway Company may have until April 1, 1933, in which to call for, under the provisions of the said option, at least sixty-three hundred (6300) additional kilowatts. If your company shall, on or before April 1, 1933, comply with said provision and make the amount of power called for under the provisions of said option at least sixty-three hundred (6300) additional kilowatts, said action in calling for such additional power shall be taken as if made before January 1, 1933; but if, on or before April 1, 1933, your company shall not have complied with said provision and have called for at least sixty-three hundred (6300) additional kilowatts, such failure to call for such additional power shall be taken and considered as if such failure had occurred prior to January 1, 1933, the period specified in said contracts.

This extension of time is granted only for the purpose of extending your time from January 1 to April 1, 1933, to call for the additional power in compliance with said provisions of said contract, and such extension is granted upon the distinct understanding that neither of said contracts, nor any of their provisions shall, by this action, be waived, amended, changed or affected in any other respect.

Yours very truly,

THOMPSON FALLS POWER COMPANY,

By: F. M. Kerr,

Its Vice President and
General Manager.