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June 19, 2006

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Patricia Van Gerpen
Executive Director
Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

RECEIVED

JUN 19 2006

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: IN THE MATTER OF THE MERGER BETWEEN NORTHWESTERN
CORPORATION AND BBI GLACIER CORP., A SUBSIDIARY OF BABCOCK
& BROWN INFRASTRUCTURE LIMITED

GE06-001

Our file: 0230

Dear Patty:

Enclosed are the original and ten copies of an Amendment to the
Petition for Declaratory Ruling and for Transaction Approval if
Jurisdiction Found in the above-entitled matter. Please file
the enclosure. We would also appreciate your putting a copy of
this amendment with each copy of the original Petition which was
filed with you on June 7.

If you have any questions, please contact me. Thank you very
much.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:mw

Enclosures

cc/enc: Sara Greff, Dave Jacobsen, Tom Knapp, Pat Corcoran,
Nancy Zajac and David Huard

RECEIVED

JUN 19 2006

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE MERGER) DOCKET NO. GE06-001
BETWEEN NORTHWESTERN)
CORPORATION AND BBI GLACIER) AMENDMENT TO PETITION FOR
CORP., A SUBSIDIARY OF) DECLARATORY RULING AND FOR
BABCOCK & BROWN) TRANSACTION APPROVAL IF
INFRASTRUCTURE LIMITED) JURISDICTION FOUND

TO: THE PUBLIC UTILITIES COMMISSION, THE STAFF OF THE PUBLIC UTILITIES COMMISSION AND THE PARTIES IN THIS DOCKET.

NorthWestern Corporation ("NorthWestern") and Babcock & Brown Infrastructure Limited ("BBIL") amend their Petition for Declaratory Ruling and For Transaction Approval if Jurisdiction Found ("the Petition") dated June 7, 2006, and the accompanying Agreement and Plan of Merger ("the Agreement") as follows:

1. The Agreement as filed with the Petition contains a minor typographical error. Although this typographical error was present when the Agreement was signed, it was discovered thereafter. The error has been corrected in the Agreement filed with the Securities and Exchange Commission in an 8K submission. That amendment explains that the typographical error appears in the preamble and is the only correction to the document necessary. The parties view this as simply a ministerial correction and not a substantive change.

2. Attached as Exhibit A is a copy of the first page of the Agreement (following the title and table of contents pages) in which the last reference in the first paragraph is to "Glacier Corporation, a Delaware corporation (the "Company")." Attached as

Exhibit B is a corrected first page of the Agreement which substitutes the word "Northwestern" for the word "Glacier" in Exhibit A. Exhibit B therefore represents the iteration of the first page of the Agreement as intended by the parties.

3. Please substitute Exhibit B for the first page of the Agreement in your possession which appeared as Exhibit A to the Petition for Declaratory Ruling and for Transaction Approval if Jurisdiction Found dated June 7, 2006.

Dated this 19th day of June, 2006.

NORTHWESTERN CORPORATION

MAY, ADAM, GERDES & THOMPSON
LLP

BY: 

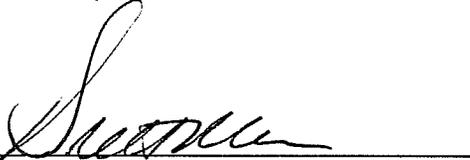
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**BABCOCK & BROWN INFRASTRUCTURE
LIMITED**

MAY, ADAM, GERDES & THOMPSON
LLP

BY: 

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Director
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Sioux Falls, SD 57104

CERTIFICATE OF SERVICE

David A. Gerdes of May, Adam, Gerdes & Thompson LLP hereby certifies that on the 19th day of June, 2006, he mailed by United States mail, first class postage thereon prepaid, a true and correct copy of the foregoing in the above-captioned action to the following at their last known addresses, to-wit:

Sara Greff
Staff Attorney
Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

Dave Jacobson
Staff Analyst
Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

A handwritten signature in black ink, appearing to read "David A. Gerdes", written over a horizontal line.

David A. Gerdes

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of April 25, 2006, is among Babcock & Brown Infrastructure Limited, an Australian public company with company number ACN 100 364 234 ("Parent"), BBI US Holdings Pty Ltd., an Australian Company with company number ACN 119 325 950 and a direct wholly-owned subsidiary of Parent ("Holding Company"), BBI US Holdings II Corp., a Delaware corporation and direct wholly-owned subsidiary of Holding Company ("Holdings"), BBI Glacier Corp., a Delaware corporation and direct wholly-owned subsidiary of Holdings ("Sub"), and Glacier Corporation, a Delaware corporation (the "Company").

WHEREAS, the respective boards of directors of each of Parent, Holding Company, Holdings, Sub and the Company have (i) approved and declared advisable this Agreement, the merger of Sub with and into the Company on the terms and subject to the conditions set forth in this Agreement (the "Merger") and the other transactions contemplated hereby and (ii) determined that the Merger and the other transactions contemplated by this Agreement are fair to, and in the best interest of, their respective corporations and stockholders.

WHEREAS, each of Parent, Holding Company, Holdings, Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, Parent, Holding Company, Holdings, Sub and the Company hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below.

(a) "1935 Act" means the Public Utility Holding Company Act of 1935, as amended, including the rules and regulations promulgated thereunder.

(b) "affiliate" of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(c) "Affiliate Group" means any affiliated group with the meaning of Section 1504(a) of the Code filing a consolidated federal income tax Return, or any similar group filing a consolidated, combined, or unitary tax Return under a comparable provision of state, local or foreign law.

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of April 25, 2006, is among Babcock & Brown Infrastructure Limited, an Australian public company with company number ACN 100 364 234 ("Parent"), BBI US Holdings Pty Ltd., an Australian Company with company number ACN 119 325 950 and a direct wholly-owned subsidiary of Parent ("Holding Company"), BBI US Holdings II Corp., a Delaware corporation and direct wholly-owned subsidiary of Holding Company ("Holdings"), BBI Glacier Corp., a Delaware corporation and direct wholly-owned subsidiary of Holdings ("Sub"), and Northwestern Corporation, a Delaware corporation (the "Company").

WHEREAS, the respective boards of directors of each of Parent, Holding Company, Holdings, Sub and the Company have (i) approved and declared advisable this Agreement, the merger of Sub with and into the Company on the terms and subject to the conditions set forth in this Agreement (the "Merger") and the other transactions contemplated hereby and (ii) determined that the Merger and the other transactions contemplated by this Agreement are fair to, and in the best interest of, their respective corporations and stockholders.

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