

## Amendment to Natural Gas Distribution Delivery Agreement

This Amendment to the Natural Gas Distribution Delivery Agreement (the "**Amendment**"), dated as of May 15, 2012, is between **Associated Milk Producers, Inc.**, a Kansas corporation with authority to transact business in South Dakota ("**Customer**"), and **NorthWestern Corporation, d/b/a NorthWestern Energy**, a Delaware corporation with offices at 3010 W. 69<sup>th</sup> Street, Sioux Falls, South Dakota ("**NWE**").

WHEREAS, Customer and NWE are parties (the "**Parties**") to that certain Natural Gas Distribution Delivery Agreement (the "**Agreement**") dated as of February 1, 2007. Capitalized terms used in this Amendment, but not otherwise defined herein, shall have the meanings given them in the Agreement.

WHEREAS, in accordance with the terms of the Agreement, NWE provides natural gas distribution services to the customer through the Pipeline.

WHEREAS, the Customer desires to receive such services from NWE pursuant to a different NWE Tariff, and the Parties desire to amend the terms of the Agreement through this Amendment to accommodate Customer's desire to change the applicable Tariff.

In consideration of their mutual covenants, the parties hereto set forth and agree to amend the Agreement as follows:

**1. Service.** Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

Service: Interruptible Transportation Service on the Pipeline on the following terms:

Distribution Delivery Service: NW shall provide natural gas distribution service to AMPI as follows:

Rate

\$0.099 per therm according to Original Contract

\*Customer Charge Option B of Tariff 87 (Appendix A)

\*Distribution delivery charge Option B of Tarriff 87 (Appendix A)

\*All adjustment clauses per Tarrif 87 (Appendix A)

\*If customer returns to NWE as its gas commodity supplier, the customer will be served under the terms of rate 85FAM for the duration of the original agreement.

Minimum Annual Volume according to Original Contract

130,000 MMBtu

**2. Appendix A.** Appendix A of the Agreement shall be deleted in its entirety and replaced with Appendix A to this Amendment, which shall be considered the new Appendix A to the Agreement.

**3. Miscellaneous.**

**(a) Status of Agreement.** Except as expressly amended by the terms of this Amendment, each of the terms, provisions and conditions of the Agreement shall continue in full force and effect and are hereby ratified and confirmed in all respects.

**(b) Governing Law.** This Amendment shall be governed by and interpreted under the laws of the State of South Dakota. All actions or proceedings arising out of this Amendment shall be litigated only in the courts whose situs is within the State of South Dakota.

**(c) Regulatory Approval.** In the event that any of the terms set forth in this Amendment are or become subject to the approval of the South Dakota Public Utilities Commission, the Parties agree to take all necessary steps to obtain any required approval and the individual obligations of the Parties under this Amendment are subject to such approval.

**(d) Counterparts; Copies.** This Amendment may be executed in counterparts, which together shall constitute one instrument. Copies of this fully executed instrument shall have the same force and effect as the original.

The Parties have caused this Amendment to be executed in duplicate the day and year first above written.

**Associated Milk Producers, Inc.**

**NorthWestern Corporation**

Signature

*[Handwritten Signature]*

Signature

*[Handwritten Signature]*

By:

Title:

*KEVIN SKELLY*

By:

Title:

*Senior Gen Mgr*

*AMPI V.P PLANT SERVICES*