

CONFIDENTIALITY AGREEMENT

This agreement is made as of March 18, 2005 by and among Superior Renewable Energy, LLC ("Superior"), Montana-Dakota Utilities Co. ("MDU"), the undersigned attorney and the intervenor in Docket No. E04-016 (the "Proceeding") whom the undersigned represents in the Proceeding ("Intervenor").

In consideration of Superior's and MDU's permission for the undersigned and his/her Authorized Persons to be present, either in person or via webcast, during those portions of the Proceeding in which either or both of Superior and MDU disclose information that either or both of Superior and MDU consider and have marked or identified as confidential (the "Confidential Information"), the undersigned and Intervenor agree as follows:

1. The undersigned, Intervenor and their Authorized Persons will treat Confidential Information disclosed during the hearing as confidential information subject to the Commission's rules regarding confidential information set forth in ARSD 20:10:01:39 through 20:10:01:44 and to the following additional protective provisions.
2. The undersigned, Intervenor and their Authorized Persons agree to be bound by the Protective Order issued by the Commission on November 24, 2004, to the same extent as Superior, MDU and their attorneys with respect to Confidential Information disclosed at the hearing by either or both of Superior and MDU.
3. The undersigned, as an attorney for Intervenor in this Proceeding and subject to the rules of ethics and professional responsibility, shall use the Confidential Information only for purposes of this Proceeding and shall be responsible (i) for limiting participation and/or disclosure of Confidential Information only to such persons within Intervenor who have a bona fide need to receive such information for purposes of the Proceeding ("Authorized Persons") and (ii) for the use, return and destruction of any written memoranda concerning the Confidential Information as provided by this Agreement and the Protective Order. Intervenor shall limit its Authorized Recipients to only those persons having a bona fide need to analyze the information for purposes of this Proceeding. Before the undersigned permits participation of, or disclosure of Confidential Information to, an Authorized Person, the undersigned shall assure himself that the Authorized Person has read and understands this Agreement, has agreed to abide by its terms and understands that unauthorized disclosure or use of the Confidential Information is prohibited.
4. Persons obtaining access to Confidential Information under this Agreement shall use the information only in the conduct or settlement of this Proceeding and any judicial proceeding arising therefrom, and shall not use such information for any purpose unrelated to this Proceeding, including business or unrelated regulatory or legal purposes. Persons obtaining access to Confidential Information under the terms of this Agreement may disclose, describe, or discuss the Confidential Information in any pleading or paper filed in this Proceeding, provided that such pleading is stamped "Confidential" and filed under seal, and provided that a separate public version is filed in which all Confidential Information is redacted.
5. If a court or another administrative agency subpoenas or orders production of the Confidential Information, the undersigned shall promptly notify MDU, Superior or both, as applicable, of the pendency of such subpoena in order to enable such party to seek appropriate protective relief.
6. Nothing in this Order shall prevent or otherwise restrict the undersigned or his/her co-counsel

from rendering advice to his/her client regarding this proceeding and, in the course thereof, undertaking professional analysis and use of the Confidential Information, provided, that in rendering such advice and otherwise communicating with such client, counsel shall not make disclosure of any confidential fact or assertion except to Authorized Persons and only in accordance with the procedures set forth in this Agreement.

7. The provisions of this Agreement will not terminate at the conclusion of the Proceeding.

8. The undersigned is responsible for employing reasonable measures to control, consistent with this order, duplication of, access to, and distribution of copies of the Confidential Information.

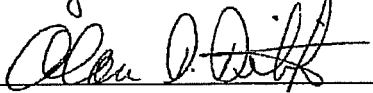
9. The parties, their Authorized Persons and their other employees, agents, consultants and representatives shall be subject to a standard of good faith in their disclosure, receipt, custody and use of the Confidential Information.

10. Within two weeks after final resolution of this proceeding (which includes administrative or judicial review), the undersigned or Intervenor shall destroy all copies of Confidential Information and all analyses or other compilations which contain any of the Confidential Information in their possession and certify, under penalty of perjury, that such destruction has occurred. In the case of analyses or compilations containing Confidential Information, all Confidential Information set forth in such document shall be redacted if the document is to be retained and a copy of the redacted version shall be served on the disclosing party(ies) at least ten (10) days before disclosure of the redacted version is made to anyone other than an Authorized Person.

11. Confidential Information does not include information (i) that is already known to the undersigned, Intervenor, or its Authorized Person prior to the date of this Agreement, unless such knowledge occurred subject to an obligation of confidentiality, (ii) that is in the public domain or comes into the public domain after the date hereof through means other than the disclosure thereof by the undersigned, Intervenor or a person for whose actions the undersigned or Intervenor are responsible under this Agreement, or (iii) that is independently developed or discovered, without the improper use of the Confidential Information, by any person other than the disclosing party.

Intervenor Name: Northwestern Corporation,
doing business as Northwestern Energy

SUPERIOR RENEWABLE ENERGY, LLC



Attorney for Intervenor

Brad Moody, Attorney for Superior

Printed Name: Alan D. Distick

MONTANA-DAKOTA UTILITIES CO.

David Gerdes, Attorney for MDU