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February 25, 2011

Bleau LaFave
Director SD Supply and Development
NorthWestern Energy
3010 W 69th Street
Sioux Falls, SD 57108
bleau.lafave@northwestern.com

RE: *Oak Tree Energy, LLC - QF Negotiation with NorthWestern Energy*

Dear Mr. LaFave:

Thank you for your reply of February 2, 2011. As we understand it, NorthWestern Energy ("NWE") has no interest in further negotiating with Oak Tree Energy, LLC ("Oak Tree") regarding Oak Tree's offer to sell 19.5 MWs of energy and capacity to NWE at NWE's existing 69 kV substation at Clark Junction, South Dakota. As you know, Oak Tree is offering to sell the power to NWE at \$0.05440 per KWH or (\$54.40 per MWH) for 20 years with an annual escalator of 2.5 percent with all renewable energy credits or other environmental attributes transferred to NWE as part of this transaction.

Accordingly, this letter serves as notice to NWE of the establishment of a legally enforceable obligation (the "LEO") for the delivery of energy and capacity by Oak Tree to NWE, pursuant to which Oak Tree will deliver all of its electric energy (other than station service) and capacity for sale to and purchase by NWE in accordance with the terms of the attached PPA signed by Leonard "Bill" Makens, Oak Tree's President and Chief Executive Officer.

Pursuant to 18 C.F.R. §292.304(d), Oak Tree hereby exercises its option to provide energy and capacity pursuant to an LEO over a specified term commencing with the initial delivery of energy (including test energy) to NWE from the Project, with an expected commercial operation date of May 15, 2012 and ending 20 years later (the "specified term").

Oak Tree has performed an independent analysis, created by Black and Veatch, which includes a 20-year avoided cost forecast for NWE in South Dakota (attached hereto as Exhibit "1"). In this Exhibit, Black and Veatch performed two separate studies, one based on spot market prices over a 20-year term, commencing in 2012 and ending in 2031, and one based on the expected cost to NWE of having to build, own, and operate its own wind project over the same time frame. As

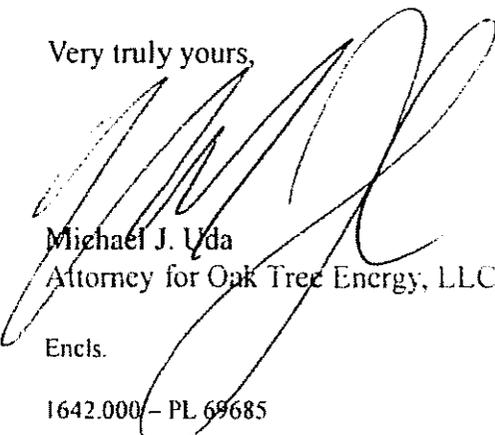
you can see from Exhibit "1," the forecast for NWE's avoided cost based on spot market purchases over the 20-year term is levelized at \$78.92/MWH for what is essentially "brown power" (i.e., without consideration of environmental attributes). In other words, the spot market forecast presumes the environmental attributes, including any renewable energy credits ("RECs") would stay with Oak Tree.

The "build option" analysis prepared by Black and Veatch shows that, based on costs used by NWE in recent regulatory proceedings in Montana, NWE's avoided cost were it to build its own wind facility (assuming a 44.8% capacity factor for the project) come to a levelized rate of \$70.81/MWH with NWE owning the environmental attributes, including the RECs.

In comparison, Oak Tree's proposal results in NWE receiving a 19.5 MW of generation at a levelized rate of \$65.12/MWH with all renewable energy attributes, including RECs being transferred to NWE. Oak Tree believes this provides NWE with a significant cost savings over its actual avoided costs, and provides substantial benefits including a hedge against a run up in natural gas prices and the imposition of potential Green House Gas ("GHG") federal legislation that may affect NWE's South Dakota ratepayers in the not too distant future.

Oak Tree formally requests a response to this letter by March 1, 2011 on whether NWE intends to accept Oak Tree's offer or whether NWE intends to negotiate with Oak Tree to produce a mutually satisfactory arrangement for both parties. If NWE does not wish to either accept the offer or negotiate further, please so indicate. If this is the case, please be advised that, regrettably, Oak Tree will have no choice but to submit this dispute to the South Dakota Public Utilities Commission. Thank you for your attention to this matter.

Very truly yours,



Michael J. Uda
Attorney for Oak Tree Energy, LLC

Encls.

1642.000 - PL 69685

EXHIBIT "1"

| Yr | Yr | Brown Value Avoided Cost Based on BV EMP \$/MWh | Green Value Avoided Cost NWE Ownership Cost \$/MWh | Oak Tree Offer PPA \$/MWh | |
|----|-----------|---|--|---------------------------------|------------------------|
| | 1 | 2012 | \$33.97 | \$70.81 | \$54.50 |
| | 2 | 2013 | \$39.06 | \$70.81 | \$55.86 |
| | 3 | 2014 | \$45.95 | \$70.81 | \$57.26 |
| | 4 | 2015 | \$51.53 | \$70.81 | \$58.69 |
| | 5 | 2016 | \$70.66 | \$70.81 | \$60.16 |
| | 6 | 2017 | \$75.89 | \$70.81 | \$61.66 |
| | 7 | 2018 | \$81.12 | \$70.81 | \$63.20 |
| | 8 | 2019 | \$85.42 | \$70.81 | \$64.78 |
| | 9 | 2020 | \$87.44 | \$70.81 | \$66.40 |
| | 10 | 2021 | \$91.81 | \$70.81 | \$68.06 |
| | 11 | 2022 | \$96.10 | \$70.81 | \$69.76 |
| | 12 | 2023 | \$100.97 | \$70.81 | \$71.51 |
| | 13 | 2024 | \$105.32 | \$70.81 | \$73.30 |
| | 14 | 2025 | \$110.96 | \$70.81 | \$75.13 |
| | 15 | 2026 | \$117.22 | \$70.81 | \$77.01 |
| | 16 | 2027 | \$123.84 | \$70.81 | \$78.93 |
| | 17 | 2028 | \$130.85 | \$70.81 | \$80.91 |
| | 18 | 2029 | \$137.75 | \$70.81 | \$82.93 |
| | 19 | 2030 | \$144.87 | \$70.81 | \$85.00 |
| | 20 | 2031 | \$153.32 | \$70.81 | \$87.13 |
| | Levelized | | \$78.92 | \$70.81 | \$65.12 |
| | | Oak Tree keeps RECs | | NorthWestern gets RECs | NorthWestern gets RECs |

| Stauffer Formal...WREZ costs...44.8% CF | | | | | |
|---|------------|--------|---------|---------------------------------|----------|
| | | | | | |
| WREZ Installed Cost: | Cost/kw | \$ | 2,340 | TPVR | 1.190 |
| WREZ O&M Estimate | Cost/kw/yr | \$ | 60 | LFCR | 0.09237 |
| | | | | | 1.290292 |
| | | | | Total Fixed \$/KW/yr | 334.42 |
| CF | 44.8% | MWh/MW | 3924.48 | | 85.21 |
| | | | | Total \$/MWh | 85.21 |
| | | | | Less PTC 10 yr..30 yr levelized | 14.4 |
| | | | | Total net of PTC \$/MWh | 70.81 |

Power Purchase Agreement

THIS AGREEMENT (“Agreement”) made effective _____, 2011, is between **Oak Tree Energy, LLC (“Seller”)**, and **NorthWestern Corporation d/b/a NorthWestern Energy (“NorthWestern”)**, a corporation organized and existing under the laws of the State of Delaware. Seller and NorthWestern are sometimes referred to in this Agreement collectively as “Parties” and individually as “Party.”

RECITALS:

- Whereas: Seller proposes to operate a wind turbine facility rated at 19,500 kilowatts of electric generation capacity power generating facility that is a Qualifying Facility under Title 18 Code of Federal Regulations (C.F.R.) Section 292.201 *et seq.* located West of the Fifth Principal Meridian, Clark County, South Dakota:
- Whereas: Seller wishes to sell electric energy from the Facility to NorthWestern at the negotiated rate stated herein for an operation period of 20 years.
- Whereas: NorthWestern will purchase energy from the QF at the negotiated rate for the operation period of 20 years, as provided in the former whereas clause.
- Therefore, In consideration of the premises and of the mutual covenants and agreements herein contained, as well as other good and valuable consideration the sufficiency of which is expressly acknowledged and accepted, the Parties hereto undertake and agree as follows:

Article 1 Definitions

As used in this Agreement and the Appendices attached hereto, the following terms, whether in the singular or in the plural, shall have the following meanings:

- 1.1 Billing Period: The period of time from one meter reading to the next.
- 1.2 Capacity: The maximum amount of electric power provided by a Facility, measured by billing meters at the Point of Interconnection on the primary side of the transformer, and based on the minimum one (1) hour demand interval occurring during the period under consideration.
- 1.3 Commercial Operation Date: Begins at 12:01 a.m. on the day following the day all equipment and interconnection on NorthWestern’s side of the Point of Interconnection have reached a degree of completion and reliability, such that in NorthWestern’s judgment, Facility is capable of operating continuously and simultaneously to produce and receive power.
- 1.4 Effective Date: May 15, 2012.

- 1.5 Energy: The amount of electrical energy expressed in kilowatt-hours (kWh) provided to NorthWestern by Seller under this Agreement. Billing meters at the Point of Interconnection on the primary side of the transformer will measure energy.
- 1.6 Facility: The electric generation facility which is owned, controlled or operated by Seller, or its successors or assigns, and is the subject of this Agreement, including all Interconnection Equipment located on Seller's side of the Point of Interconnection. Special requirements of Interconnections will be provided in Exhibit A.
- 1.7 NorthWestern's Electric System Integrity: Operation of NorthWestern's electric system in a manner that minimizes risks of injury or damage to persons and/or property and enables NorthWestern to provide reliable electric service to its customers.
- 1.8 Operation Period: The period of time commencing with the Commercial Operation Date at 12:00 Midnight Central time, following 20 years.
- 1.9 Point of Delivery: The Point of Delivery will be the same as the Point of Interconnection.
- 1.10 Point of Interconnection: The location at which the electrical facilities of Seller and NorthWestern are connected. Billing meters for recording production and/or consumption will be at this location.
- 1.11 Prudent Electrical Practice: Those practices, methods and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.
- 1.12 Qualifying Facility: A cogeneration or small power production facility which meets the criteria as defined in 18 C.F.R. §§ 292.201 through 292.207, as they may from time to time be amended.
- 1.13 Test Energy: The net electric energy produced by the Facility and delivered to NorthWestern at the Point of Delivery prior to the Commercial Operation Date.

Article 2 Term and Termination

- 2.1 This Agreement shall be effective May 15, 2012, and shall remain in effect until the end of the Operation Period. This Agreement will be terminated if the Facility has not reached a Commercial Operation Date within three years of this Agreement's Effective Date.
- 2.2 The term of this Agreement shall not be affected by the repeal or cancellation of NorthWestern's obligation to purchase power from a Qualifying Facility or a qualifying small power producer. NorthWestern has the right to request and inspect all documents related to Seller's status as a Qualifying Facility or a qualifying small power producer. If because of a change in ownership, operation, or size, the Federal Energy Regulatory

Commission determines that Seller is not a Qualifying Facility, NorthWestern may terminate this Agreement.

- 2.3 Upon termination of this Agreement, both Parties are relieved of their obligations under this Agreement as of the date of termination; but all obligations, rights to performances, and rights to payments, incurred before such date, shall remain in effect until fully satisfied.

Article 3 Sellers Representations & Warranties

- 3.1 Seller represents and warrants that it is an authorized and valid existing Qualifying Facility under 18 C.F.R. § 292.201 *et seq.*
- 3.2 Seller is representing that this Agreement covers payments to a valid Qualifying Facility meeting the ownership and criteria required under 18 C.F.R. §§ 292.201 through 292.207, as they may from time to time be amended.
- 3.3 Seller represents and warrants it operates its Facility in material compliance with all other applicable governmental regulations.
- 3.4 Seller shall deliver Energy monthly from its Facility to NorthWestern beginning on the Contract Commercial Operation Date.

Article 4 NorthWestern's Representations & Warranties

- 4.1 NorthWestern represents and warrants it is a duly authorized and validly existing corporation.
- 4.2 NorthWestern represents and warrants that it is authorized to enter into this Agreement.

Article 5 Special Terms and Conditions

- 5.1 Seller shall provide NorthWestern with an annual operating plan, including the timing and duration of proposed Facility maintenance and all other activities which could impact the reliability and or output of the Facility. Seller shall specifically provide NorthWestern with the operational plan for each upcoming generation period (May through October) each year, no later than the immediately preceding February.
- 5.2 NorthWestern shall have the right to and shall receive all of the Environmental Attributes created or granted as a result of the operation of the facility. Seller hereby waives all right, title and claims to any of the Environmental Attributes.
- 5.3 Seller shall notify NorthWestern within 24 hours of any unplanned mechanical or electrical outage. Seller shall notify NorthWestern immediately prior to the return to service following any unplanned outage.

Article 6 Payments, Method of Payment, Adjustments and Statements

- 6.1 NorthWestern shall pay Seller for Energy at a rate of \$.05440 per KWH or (54.40 per MWH) over the Operation Period, subject to appropriate adjustments made pursuant to this Article. Prior to the Commercial Operation Date, NorthWestern shall receive all Test Energy delivered to the Point of Deliver. Commencing on the Commercial Operation Date, NorthWestern shall receive all Energy delivered to the Point of Delivery and shall pay Seller for all Energy delivered to the Point of Delivery at the Energy Rate.
- 6.2 The \$.05440 per kWh rate shall be increased by a 2.5% annual escalator over the Operation Period, defined herein as 20 years following the Commercial Operation date..
- 6.3 Payments and Statements shall be submitted in accordance with this Article 6 at the addresses specified in Article 7.
- 6.4 NorthWestern will mail a payment statement to Seller within thirty (30) days following the Billing Period meter readings. NorthWestern's payment statement will show the following information: (i) the amount of Capacity and Energy delivered to NorthWestern's system during the Billing Period; (ii) the net amount due Seller, if any, from NorthWestern in accordance with this Agreement; and (iii) a check for any amount due Seller for such Billing Period.
- 6.5 Should either Party fail to pay the other Party in full, the charges reflected in statements submitted pursuant to Clause 6.2 within the time allotted, the unpaid Party may either: (i) deduct like amounts, adjusted for interest, from future payments to the other Party hereunder or (ii) otherwise may demand payment of unpaid balances, adjusted for interest, in future statements. Interest shall be assessed monthly on the average of the beginning and ending monthly-unpaid balances and shall be calculated monthly at the one month London Interbank Offered Rate posted on the date of payment calculation.

Article 7 Notices

Any notice provided for in this Agreement, or served, given or made in connection with this Agreement, shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by facsimile, courier service, or registered, first class certified U.S. mail, postage prepaid, addressed to the intended recipient as follows:

To Seller: Oat Tree Energy, LLC
Leonard W. Makens
42563 168th Street
Clark, SD 57225-5814
Phone: (612) 751-7666

Michael Uda
Doney Crowley Bloomquist Payne Uda, PC

Suite 200, Diamond Block,
44 W. 6th Avenue, Helena, MT 59601
Phone: (406) 443-2211
Fax: (406) 449-8443
Email: muda@doneylaw.com

To NorthWestern: NorthWestern Energy
Bleau LaFave
Director, SD Supply and Development
3010 W 69th Street
Sioux Falls, SD 57108
Phone: (605) 978-2900
Fax: (605) 978-2910
Email: bleau.lafave@northwestern.com

Telephone conversations shall not be considered as notice under this Agreement.

Article 8 Electric Services Supplied by NorthWestern

This Agreement does not provide for any electric services by NorthWestern to Seller. If Seller requires any services at the Facility from NorthWestern, Seller shall receive such service in accordance with NorthWestern's applicable electric tariffs as existing or, as may be established from time to time and, on file with and authorized by the South Dakota Public Utilities Commission. NorthWestern may require as a condition of such service that Seller execute a separate agreement covering the sale of power by NorthWestern to the Seller at the Point of Interconnection defined herein.

Article 9 Force Majeure

- 9.1 Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay in performance of its obligations hereunder due solely to circumstances which are beyond the reasonable control of the Party experiencing such delay and which could not reasonably have been anticipated, including but not limited to: acts of God; unusually severe weather conditions; strikes or other labor difficulties; war; riots; requirements; actions or failures to act on the part of governmental authorities preventing performance; inability despite due diligence to obtain required licenses; accident; or fire (which circumstances shall constitute "Force Majeure"); provided that:
- 9.1.1 The non-performing Party must give the other Party, within forty-eight (48) hours, written notice describing the particulars of the occurrence;
- 9.1.2 The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

- 9.1.3 The non-performing Party must use its best efforts to remedy its inability to perform and keep the other Party fully informed as to such efforts;
- 9.1.4 When the non-performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect;
- 9.1.5 The Force Majeure was not caused by or connected with any negligent or intentional acts, errors, or omissions, or failure to comply with any law, rule, regulation, order or ordinance or for any breach or default of this Agreement; and
- 9.1.6 The Force Majeure was not attributed to normal wear and tear or flaws randomly experienced in power generation materials and equipment and their assembly and operation.
- 9.2 The term "Force Majeure" does not include changes in market conditions or governmental action that affect the demand for Seller's products. In addition, Force Majeure does not include unavailability of equipment, inability to obtain or renew permits, labor strikes or slowdowns following the Commercial Operation Date, or failure or unavailability of transmission or distribution capability, unless same is caused by an occurrence which would fit the definition of Force Majeure in this Article 11.
- 9.3 In no event will any condition of Force Majeure extend the term of this Agreement. If any condition of Force Majeure delays a Party's performance for a time period greater than one hundred eighty (180) days, the Party not delayed by such Force Majeure may terminate this Agreement, without further obligation, or extend such period at its sole discretion if the Party delayed by such Force Majeure is exercising due diligence in its efforts to cure the condition of Force Majeure.
- 9.4 No obligations of either Party that arose prior to the Force Majeure shall be excused as a result of the Force Majeure.
- 9.5 Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms that, in the sole judgment of the Party involved in the dispute, are contrary to the Party's best interests.

Article 10 Indemnity

- 10.1 Each Party (First Party) releases the other Party (Second Party), its directors, officers, employees and agents from any loss, damage, claim, cost, charges, or expenses of any kind or nature (including any direct, indirect or consequential loss, damage, claim, cost, charge or expense) including attorney's fees and other cost of litigation incurred by the First Party in connection with damage to property of the First Party caused by or arising out of the Second Party's construction, engineering, repair, supervision, inspection, testing, protection, operation, maintenance, replacement, reconstruction, use of ownership of the facilities it owns that are used in connection with this Agreement, to the extent that

such loss, damage, claim, cost, charge, or expense is caused by the negligence of the First Party, its directors, officers, employees, agents, or any person or entity whose negligence would be imputed to the First Party.

- 10.2 Each Party (First Party) shall indemnify and hold harmless the other Party (Second Party), its directors, officers, employees or agents against all loss, damage, claim, cost charges, (including direct, indirect or consequential loss, damage, claim, costs, charges, or expense), including attorney's fees and other costs of litigation incurred by the Second Party in connection with the injury to or death of any person or damage to property of a third Party arising out of the First Party's construction, engineering, repair, supervision, inspection, testing, protection, operation, maintenance, replacement, reconstruction, use or ownership of the facilities it owns that are used in connection with this Agreement to the extent that such loss, damage, claims, costs, charges, or expenses are caused by the negligence of the First Party, its directors, officers, employees, agents, or any person or entity whose negligence would be imputed to the First Party. The First Party shall, on the Second Party's request, defend any suit asserting a claim covered by this indemnity.
- 10.3 The provisions of this Article 10 shall not be construed so as to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

Article 11 Insurance

- 11.1 The Seller, at its own expense, must maintain in force throughout the period of this Agreement, the following minimum insurance coverages that are placed with an insurer that has an A.M. Best rating of A- VII or better:
- 11.1.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state.
- 11.1.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- 11.2 The Commercial General Liability Insurance policy shall name NorthWestern Energy, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. Before commencing any deliveries under this Agreement, Seller shall deliver to Bleau LaFave, Director, SD Supply and Development located at 3010 W. 69th Street, Sioux Falls, SD 57108, an insurance certificate evidencing the required coverage, limits and additional insured provisions as required by this Agreement. The policy shall contain

provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

- 11.3 The Commercial General Liability Insurance policy, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 11.4 Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Seller shall provide certification of all insurance required in this Agreement, executed by the insurer or by an authorized representative.
- 11.5 Notwithstanding the foregoing, the Seller may self-insure to meet the minimum insurance requirements of Articles 11.1.1 through 11.1.3 to the extent it maintains a self-insurance program; any self-insured retention over One Million Dollars (\$1,000,000) needs to be approved by NorthWestern Energy.

Article 12 No Third Party Beneficiaries or Dedication

Nothing in this Agreement shall be construed to create any rights in, or grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or understanding established under this Agreement. Neither Party, by this Agreement, dedicates any part of the Facility to the public or to the service provided under this Agreement, nor affects the status of NorthWestern as an independent public utility corporation, or Seller as an individual or entity.

Article 13 Several Obligations

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

Article 14 Assignment and Ownership

- 14.1 Neither Party shall either voluntarily or by operation of law, assign or transfer its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party, except for the sole purpose of providing a security interest to acquire financing for the Facility. Any such assignment, transfer or delegation made without such written consent shall be null and void. Consent for assignment will not be withheld unreasonably.

- 14.2 Unless the Seller otherwise reimburses NorthWestern for costs, including legal fees of an assignment, the assignment shall take substantially the following form:
- i. “NorthWestern Corporation d/b/a NorthWestern Energy, a Delaware Corporation, hereby consents, subject to the conditions expressed below, to the assignment of the Power Purchase Agreement, [insert contract number], [date], by Seller to [the Assignor].
 - ii. NorthWestern consents to the assignment on the condition that the Assignee assumes all duties and obligations under the Power Purchase Agreement and that the Assignee, or its Agent, indemnify NorthWestern for any and all loss resulting from the Assignee's failure to assume and carry out such duties and responsibilities. NorthWestern’s consent is also subject to the condition that it shall in no way diminish NorthWestern’s rights, or increase its obligations under, the Power Purchase Agreement.”
- 14.3 No other documents shall be provided by NorthWestern, nor shall NorthWestern be required to make any warranties or representations to assist the Purchaser in obtaining financing.
- 14.4 No transfer or assignment of any interest in the Facility or any part thereof may be made unless simultaneously NorthWestern’s rights under this Agreement which relate to such interest are similarly transferred or assigned to the same person(s), and such person(s) have assumed in writing all the duties and obligations of Seller which relate to the interest being transferred or assigned. Transfers or assignments of the Facility shall not relieve Seller of any obligation hereunder except to the extent agreed in writing by NorthWestern. Any attempted or purported transfer made other than in accordance with this Clause 14.4 either voluntarily or by operation of law shall be void and of no effect.

Article 15 Taxes

- 15.1 The Parties shall provide information concerning the Facility to any requesting taxing authority.

Article 16 Choice of Laws and Venue

- 16.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of South Dakota or the United States, as applicable, excluding any choice of law rules which may direct the application of the laws of another jurisdiction, as if executed and to be performed wholly within the State of South Dakota.
- 16.2 The place of Venue or Trial for any claims or actions arising from this Agreement shall be in accordance with the laws of the State of South Dakota. .

Article 17 Captions

All indexes, titles, subject headings, Article titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Agreement.

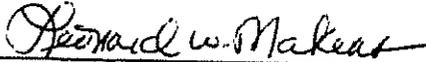
Article 18 Amendment

No modification of this Agreement shall be valid unless it is in writing and signed by both Parties hereto.

IN WITNESS WHEREOF, each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to sign this Agreement.

OAK TREE ENERGY, LLC

**NORTHWESTERN
CORPORATION d/b/a
NORTHWESTERN ENERGY**



By: Leonard W. Makens
Title: President CEO

By:
Title: