

Exhibit C

POST-CLOSING AGREEMENT

THIS POST-CLOSING AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between CITY OF BILLINGS, MONTANA of 210 North 27th Street Billings, MT 59101 (“City”), and NORTHWESTERN CORPORATION a Delaware Corporation, d/b/a NorthWestern Energy of 11 East Park Street, Butte, Montana 59701-1711 (“NorthWestern”) and provides as follows:

Recitals

1. The parties previously executed an Agreement to Buy and Sell (“Underlying Agreement”) on _____, 20____, in which City agreed to convey certain real property located in Yellowstone County, Montana to NorthWestern as depicted on Exhibit A (“Subject Property”);
2. The parties desire to enter this Agreement to establish their respective post-closing obligations relating to the Underlying Agreement pursuant to all the terms set forth herein.

Agreement

Now therefore for good and valuable consideration, the parties agree as follows:

1. Perimeter Substation Wall Design. NorthWestern shall consult with the City as to the design and appearance of the perimeter wall surrounding NorthWestern’s facilities. The final wall to be constructed will be mutually acceptable to both City and NorthWestern as to cost, design, appearance and functionality.
2. Donated Property. NorthWestern shall, upon the successful completion of the purchase of Tract 1B-5 from City, quit claim to the City all its right title and interest to the 2.2 acre parcel depicted on the Exhibit A identified as COS 190. Upon completion of the new substation, NorthWestern will pave and stripe a parking lot that will accommodate 20 vehicles, with a new paved approach to the parking area from Black Otter Trail.
3. Right to Reacquire. If at any time NorthWestern no longer desires or needs Utility Tract 1B-5 as depicted on Exhibit A, the City shall have the option to reacquire the real property at no cost to the City. If the City does not complete the reacquisition within 180 days of being first notified in writing by NorthWestern, then NorthWestern shall be free to sell Tract 1B-5 to any ready, willing and able buyer without further obligation to City.
4. Perpetual Air Rights Easement. Upon notice from the Federal Aviation Administration that the real property described herein can be released to be sold to NorthWestern, the sale and transfer shall be completed. During the execution of the sale and transfer documents, NorthWestern will execute the City's Perpetual Air Rights Easement

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granting the use and protection of the air space over the property for aircraft utilizing the Billings Logan International Airport.

5. Landscaping. NorthWestern agrees that landscape vegetation is an important part of the final look of the new Rimrock Substation. NorthWestern will work with the City to find a mutually acceptable landscaping solution to a portion of the east wall of the substation site and along the whole north side of the substation site.
6. Condition Precedent. This Agreement is expressly conditioned and shall be executed by the parties upon the closing of the Underlying Agreement and satisfaction of all of its respective contingencies. In the event the closing of the Underlying Agreement does not occur for any reason, this Agreement shall be deemed null and void and shall have no effect whatsoever.
7. Modifications. This Agreement may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.
8. Time. Time is of the essence in this Agreement and all clauses herein.
9. Assignment. This Agreement is binding upon the parties, their respective heirs, successors, and assigns.
10. Controlling Law and Venue. This Agreement shall be interpreted under the laws of the State of Montana. In the event of any dispute, the parties agree that the proper jurisdiction and venue for any actions arising shall be in the District Court for Yellowstone County, Montana.
11. Interpretation. This Agreement has been reviewed by both parties, each of whom has had the opportunity to consult with independent counsel regarding it and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.
12. Attorney's Fees. In the event either party finds it necessary to employ counsel in order to enforce, rescind or interpret any term or provision of this Agreement, including any proceeding in bankruptcy, before any officer or judge of the U.S. Bankruptcy Court or any proceeding pertaining thereto, the prevailing party shall be entitled to recover from the other party in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorney's fees. Attorney's fees shall include any attorney's services rendered prior to the institution of litigation or proceedings in bankruptcy and include all matters pertaining to litigation, or proceedings in bankruptcy as may be necessarily incurred in such proceedings and shall include an estimate of the attorneys' fees to be incurred by the prevailing party following any initial decision or judgment entered in connection with that matter.

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13. Facsimile and Counterparts. The parties agree that a facsimile copy, which contains the parties' respective signatures, shall be considered an original. Further, this Agreement may be executed in counterparts, each of which when taken together shall constitute a fully executed Agreement.

<p>CITY OF BILLINGS, MONTANA</p> <p>By: _____</p> <p>Print: _____</p> <p>Its: _____</p>	<p>NORTHWESTERN CORPORATION, a Delaware corporation, d/b/a NORTHWESTERN ENERGY</p> <p>By: _____</p> <p>Print: _____</p> <p>Its: _____</p>
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