

CASCADE NATURAL GAS CORPORATION GENERAL RATE CASE
Docket No. UG-20_____

ATTACHMENT G: ADDITIONAL DOCUMENTS REQUIRED
BY WAC 480-07-510(7)

June 19, 2020

Per WAC 480-07-510(7). Additional documents. The company's initial filing must include the following documents or an internet URL for each of these documents:

- (a) The company's most recent annual report to shareholders, if any, and any subsequent quarterly reports to shareholders:

<https://www.mdu.com/Cache/IRCache/28094016-9661-e1c6-22a0-6538853dd945.PDF?O=PDF&T=&Y=&D=&FID=28094016-9661-e1c6-22a0-6538853dd945&iid=4010692>

- (b) The company's most recent FERC Form 1 and FERC Form 2 for electric and natural gas companies:

Cascade Natural Gas Corporation does not file a FERC Form 1

Cascade Natural Gas Corporation's 2019 FERC Form 2:

<https://www.utc.wa.gov/regulatedIndustries/utilities/Documents/2019%20Cascade%20FERC%20Form%202.pdf>

Supplemental Filing:

<https://www.utc.wa.gov/regulatedIndustries/utilities/Documents/2019%20Cascade%20Supplemental.pdf>

- (c) The company's Form 10Ks, Form 10Qs, any prospectuses for any issuances of securities, and quarterly reports to stockholders, if any, for the most recent two years prior to the rate change request:

Cascade Natural Gas Corporation's 2019 Form 10-K:

<https://www.sec.gov/ix?doc=/Archives/edgar/data/67716/000006771620000010/a2019form10-k.htm>

Cascade Natural Gas Corporation's 2018 Form 10-K:

<https://www.sec.gov/ix?doc=/Archives/edgar/data/67716/000006771619000019/a2018form10-k.htm>

Cascade Natural Gas Corporation's Form 10Qs:

2019 Q3 Form 10-Q:

<https://www.sec.gov/ix?doc=/Archives/edgar/data/67716/000006771619000076/a2019q3form10-q.htm>

2019 Q2 Form 10-Q:

<https://www.sec.gov/ix?doc=/Archives/edgar/data/67716/000006771619000060/a2019q2form10-q.htm>

2019 Q1 Form 10-Q:

<https://www.sec.gov/Archives/edgar/data/67716/000006771619000041/0000067716-19-000041-index.htm>

2018 Q3 Form 10-Q

<https://www.sec.gov/ix?doc=/Archives/edgar/data/67716/000006771618000070/a2018q3form10-q.htm>

2018 Q2 Form 10-Q

<https://www.sec.gov/ix?doc=/Archives/edgar/data/67716/000006771618000052/a2018q2form10-q.htm>

2018 Q1 Form 10-Q

<https://www.sec.gov/Archives/edgar/data/67716/000006771618000034/0000067716-18-000034-index.htm>

Cascade Natural Gas Corporation's Prospectuses for any Issuances of Securities:

See attached Prospectuses



May 11, 2020

Dear Prospective Investor:

RE: Cascade Natural Gas Corporation
\$45 Million Senior Unsecured Notes

Transaction Overview

CIBC World Markets Corp (“CIBC”) is pleased to announce a private placement of \$45 million Senior Unsecured Notes (the “Notes”) for Cascade Natural Gas Corporation (“Cascade” or the “Issuer”). The Issuer is targeting 30-yr to 40-yr bullet maturities and reserves the right to consider other maturities and structures, as well as increase the size of the issue. Net proceeds from the transaction will be used to refinance existing indebtedness and for general corporate purposes.

The Notes will be issued pursuant to a Note Purchase Agreement (the “Note Agreement”). The Note Agreement has been reviewed by Chapman and Cutler LLP, and the Issuer requests that Amy Olshansky (olshansky@chapman.com, 312-845-3701), Chapman and Cutler LLP, serve as Investors’ Counsel for the Notes.

The Notes will not be rated. The Issuer’s Corporate Issuer rating is ‘BBB+’ by Standard & Poor’s Global Ratings, a division of S&P Global Inc. (“S&P”), with a negative outlook and ‘BBB+’ by Fitch Ratings Inc. (“Fitch”) with a stable outlook. In addition, the Company’s senior unsecured debt rating is ‘BBB+’ at S&P and ‘A-’ at Fitch.

Issuer Overview

Cascade serves more than 294,000 customers in 96 communities – 68 of which are in Washington and 28 in Oregon. Cascade’s service areas are concentrated in western and central Washington and central and eastern Oregon. Cascade serves a diverse territory covering more than 32,000 square miles and 700 highway miles from one end of the system to the other. Interstate pipelines transmit Cascade’s natural gas from production areas in the Rocky Mountains and western Canada.

Cascade is a subsidiary of MDU Resources Group, Inc., a multidimensional natural resources enterprise traded on the New York Stock Exchange as “MDU.” MDU engages in regulated energy delivery, and construction materials and services businesses in the United States. It operates through five segments: Electric, Natural Gas Distribution, Pipeline, Construction Materials and Contracting, and Construction Services. MDU’s Corporate Issuer Rating is ‘BBB+’ by S&P with negative outlook and ‘BBB+’ by Fitch with stable outlook.

MDU’s Natural Gas Distribution segment distributes natural gas and transportation services in Idaho, Minnesota, Montana, North Dakota, Oregon, South Dakota, Washington, and Wyoming. It serves 982,300 residential, commercial, and industrial customers in 337 communities and adjacent rural areas. MDU’s utility companies serve approximately 1.1 million customers across eight states. MDU was founded in 1924 and is headquartered in Bismarck, North Dakota.

Documents and Timing

The offering documents will include the draft Note Agreement, draft Term Sheet and select historical financials. The Company will also be available for Q&A at your convenience. Please reach out to CIBC to coordinate. The anticipated schedule for the transaction is as follows:

Bids Due/Allocations:	Wednesday, May 20th
Anticipated Pricing:	Wednesday, May 20th
Target Closing/Funding:	Monday, June 15th

Thank you for your consideration of this transaction and we look forward to working with you. Should you have any questions regarding the Issuer or the proposed transaction, please do not hesitate to contact us.

Sincerely,

CIBC World Markets Corp.

Andrew J. Lee
Head of Private Placements
T: (212) 856-6037
M: (646) 330-3752
andrew.j.lee@cibc.com

Janet Hopkins
Executive Director
T: (212) 856-6538
M: (646) 565-9188
Janet.hopkins@cibc.com

Alex Francis
Associate
T: (212) 856-6647
M: (314) 607-3036
alexander.francis@cibc.com

Summary of Proposed Terms and Conditions

[\$45,000,000] Senior Notes

The following Summary of Proposed Terms and Conditions is provided to outline certain basic key terms and conditions of the proposed Senior Notes offering by the Company. Prospective investors are expected to fully review the draft Note Purchase Agreement (the “Note Purchase Agreement”). In the event of a discrepancy between this Summary of Proposed Terms and Conditions and the Note Purchase Agreement, the Note Purchase Agreement shall govern. The draft Note Purchase Agreement has been prepared by Cohen Tauber Spievack & Wagner P.C. and reviewed by Investors’ Counsel, Chapman and Cutler LLP.

The Issue

Issuer	Cascade Natural Gas Corporation (the “Company”)
Issue	Senior Notes (the “Notes”)
Amount	[\$45,000,000]. However, the Company reserves the right to increase or decrease the principal amount.
Offering Type:	The Notes are being sold without registration under the Securities Act of 1933, as amended (the “Securities Act”), to institutional accredited investors pursuant to the private placement exemption contained in Section 4(a)(2) of the Securities Act and may not be transferred except to other institutional accredited investors pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws or unless registered under the Securities Act
Price	100%
Security and Priority	The Notes and all other senior obligations are direct and unsecured obligations of the Company ranking pari passu with other senior obligations of the Company and with all other Notes from time to time issued and outstanding
Maturity	[30] year bullet maturities. The Company reserves the right to consider other maturities or structures.
Interest Rate	A fixed rate to be set at a spread above the yield to maturity of the corresponding Treasury Note as shown on page PX1 of Bloomberg on the circle date.

Interest Payments	Interest will be payable semi-annually in arrears, calculated on the basis of a 360-day year of twelve 30-day months.
Funding Date	On or before June 15, 2020
Use of Proceeds	The proceeds from the sale of the Notes will be used to refinance existing indebtedness and for general corporate purposes.
Required Prepayment	The entire principal amount of the Notes shall be due and payable at the final maturity of such Notes.
Optional Redemption	The Notes will be redeemable, in whole or in part, at the Company's option at any time prior to [] (the date that is six months prior to maturity) at the greater of (i) 100% of the principal amount of the Notes being redeemed and (ii) a "make-whole" redemption price (T+50 bps)
Prepayment upon Change of Control	The Company shall give written notice to the holders of the Notes of a Change in Control no later than fifteen (15) days after such Change of Control with an offer to prepay each of the Notes, at a price equal to 100% of the outstanding principal amount of such Notes plus any accrued interest thereon (without any premium, penalty or make-whole amount).

"Change in Control" shall mean the occurrence of one or more of the following events (i) MDU Resources Group, Inc. ceases to own direct or indirect sole beneficial ownership of at least 66 2/3% of the combined voting power of the Company's securities which are entitled to vote generally in the election of the directors of the Company or (ii) the acquisition by any person or persons constituting a group of direct or indirect beneficial ownership of more than 50% of the combined voting power of MDU Resources Group, Inc.'s securities which are entitled to vote generally in the election of the directors of MDU Resources Group, Inc.

Affirmative Covenants

Affirmative covenants will consist of the following: (a) compliance with law; (b) maintenance of insurance; (c) maintenance of properties; (d) payment of taxes and claims; (e) corporate existence; (f) maintenance of books and records; (g) springing subsidiary guarantors; and (h) maintain parity with other indebtedness.

Negative Covenants

Negative covenants will consist of the following (a) transactions with affiliates; (b) mergers and consolidations and sale of assets of the Company, (c) line of business of the Company and subsidiaries; (d) terrorism sanction regulations of the Company and its controlled entities and (e) limitation on liens

Maximum Capitalization Ratio	The Company will not permit the Capitalization Ratio to exceed 65% at any time
Minimum Interest Coverage Ratio	The Company will not permit the ratio of EBIT to Interest Expense, in each case calculated for the period of four consecutive fiscal

quarters ending on the date of calculation, to be less than 1.50 to 1.00 as of the last day of any fiscal quarter during the term of the Notes

Priority of Debt

The Company will not permit Consolidated Priority Debt to exceed 15% of Adjusted Total Capitalization at any time.

Events of Default

Events of Default

“Events of Default” shall consist of the following:

- (a) failure to pay any principal or make-whole amount, when due;
- (b) failure to pay interest when due, subject to a five (5) business day grace period;
- (c) defaults in the performance or compliance with the Financial Covenants, and failure to deliver notices of default or event of default;
- (d) defaults in the performance or compliance with any other term of the Note Purchase Agreement or any subsidiary guaranty, subject to a thirty (30) day cure period;
- (e) breach of representation or warranty in any material respects;
- (f) cross payment default and cross-acceleration to Indebtedness of the Company or significant subsidiary exceeding \$10 million;
- (g) bankruptcy or insolvency events of the Company or any significant subsidiary;
- (h) a court or other Governmental Authority enters an order appointing a custodian, receiver, trustee or any such petition shall be filed against the Company or any of its Subsidiaries and such petition shall not be dismissed within 60 days;
- (i) unsatisfied judgments against the Company or significant subsidiary exceeding \$10 million;
- (j) certain material ERISA events; and
- (k) invalidity of a subsidiary guaranty or a subsidiary guarantor’s challenge thereto.

Governing Law

New York