

**CASCADE NATURAL GAS CORPORATION**  
2008 Affiliated Interest Report to the  
Washington Utilities and Transportation Commission

Period ended December 31, 2008

1. INCLUDE A CORPORATE ORGANIZATION CHART OF THE UTILITY AND ITS AFFILIATED INTERESTS AND SUBSIDIARIES.

See the attached organizational chart. Please note that Cascade Land Leasing Co., CGC Energy, Inc. and CGC Properties, Inc. were dissolved as of December 31, 2008, and are no longer subsidiaries of Cascade Natural Gas Corporation. Additionally, there were no transactions with CGC Properties, Inc. during 2008. CGC Resources, Inc., while still a subsidiary, also had no transactions with the Company in 2008.

2. AFFILIATED INTEREST AND SUBSIDIARY TRANSACTIONS

- (a) A BALANCE SHEET AND INCOME STATEMENT FOR SUCH AFFILIATED INTEREST.

Balance Sheets and Income Statements for Cascade Land Leasing Co. and CGC Energy, Inc. are shown as of November 30, 2008. As noted above, both subsidiaries were dissolved in December 2008.

<b>Cascade Land Leasing Co</b>		
<b>Balance Sheet</b>		
<b>as of Nov 30, 2008</b>		
<b>Assets:</b>		
	Utility Plant	\$ -
	Investments	\$ -
<b>Curr Assets</b>		
	Cash & Equiv	\$ 274,956
	Accts Rec	\$ 190,150
	Uncollectibles	\$ (190,150)
	Prepaid Exp	\$ 43,925
	Def Inc Tax	\$ 69,377
		\$ 388,258
<b>Total Assets</b>		<b>\$ 388,258</b>
<b>Shldr Equity</b>		
	Com Stock	\$ (204,865)
	APIC	\$ (403,785)
	Ret Earnings	\$ 245,283
		\$ (363,367)
<b>Curr Liab</b>		
	A/P	\$ (24,891)
	Prop/Excise Tax	\$ -
	Other Curr Liab	\$ -
		\$ (24,891)
<b>Deferred CR</b>		
<b>Total Liab &amp; Shldr Equity</b>		<b>\$ (388,258)</b>

<b>Cascade Land Leasing Co.</b>	
<b>Income Statement</b>	
<b>as of Nov 30, 2008</b>	
<b>Revenues:</b>	
Op Margin:	\$ -
Non Op Revenues	\$ -
Non-operating Income	\$ 34,154
Op Expenses	\$ 167
Op-Misc Taxes	\$ 119
Income/(Loss)before Inc Tax	\$ 33,868
Fed Inc Tax	\$ 10,061
State Inc Tax	\$ 431
<b>(Net Income)/Loss</b>	<b>\$ 23,376</b>

<b>CGC Energy, Inc.</b>		
<b>Balance Sheet</b>		
<b>as of Nov 30, 2008</b>		
<b>Assets:</b>		
	Utility Plant	\$ -
	Investments	\$ -
<b>Curr Assets</b>		
	Cash & Equiv	\$ 8,408
	Accts Rec Trade	\$ 1,315,125
	Accts Rec Other	\$ -
	Prepaid Exp	\$ -
	Inventory-Gas Storage	\$ -
		\$ 1,323,533
<b>Total Assets</b>		<b>\$ 1,323,533</b>
<b>Shldr Equity</b>		
	APIC	\$ (485,000)
	Ret Earnings	\$ (242,547)
		\$ (727,547)
<b>Curr Liab</b>		
	A/P	\$ (554,223)
	Prop/Excise Tax	\$ 773
	Income Tax	\$ (42,536)
		\$ (595,986)
<b>Deferred CR</b>		
<b>Total Liab &amp; Shldr Equity</b>		<b>\$ (1,323,533)</b>

<b>CGC Energy, Inc.</b>	
<b>Income Statement</b>	
<b>as of Nov 30, 2008</b>	
<b>Revenues:</b>	\$ 42,867,132
<b>Gas Purch</b>	\$ (42,460,946)
Rev Taxes	\$ (204,347)
<b>Op Margin:</b>	\$ 201,839
Op Expenses	\$ 132,858
Op-Corp Fees	\$ -
Income/(Loss)before Inc Tax	\$ 68,981
Fed Inc Tax	\$ 24,832
State Inc Tax	\$ 1,035
<b>(Net Income)/Loss</b>	<b>\$ 43,114</b>

(b) A DESCRIPTION OF THE PRODUCTS OR SERVICES PROVIDED TO OR FROM THE UTILITY AND EACH SUCH AFFILIATED INTEREST OR SUBSIDIARY.

- MDU Resources Group, Inc - Parent Company to Cascade Natural Gas Corporation. Provides management/consulting/legal services to Cascade Natural Gas Corporation.
- Cascade Land Leasing Co. - Made loans to Cascade’s regulated utility customers to assist these customers in purchasing energy efficient natural gas appliances. Cascade Natural Gas Corporation provided administrative support, operating staff and facilities to this subsidiary. **Dissolved as of December 31, 2008.**
- CGC Energy, Inc. – effective April 1, 2007, provided gas supply sales to non-core customers in the State of Washington, including customers outside Cascades utility service territory. Cascade Natural Gas Corporation provided administrative support, operating staff and facilities to this subsidiary. **Dissolved as of December 31, 2008.**

(c) A DESCRIPTION OF THE PRICING BASIS OR COSTING METHOD, AND PROCEDURES FOR ALLOCATING COSTS FOR SUCH PRODUCTS OR SERVICES, AND THE AMOUNT AND THE ACCOUNTS CHARGED DURING THE YEAR.

For pricing basis or costing method and procedures for allocating costs for such products or services, see the attached cost allocation manual for procedures regarding Cascade Land Leasing Co. and CGC Energy, Inc., which were in effect prior to their dissolution in 2008. See the attached Intercompany Administrative Services Agreement for procedures regarding MDU Resources Group, Inc.

MDU Resources Group, Inc:

<u>Account</u>	<u>Description</u>	<u>Total Company</u>	<u>Total Washington</u>
923	Legal Fees	\$ 45,487.04	\$ 34,451.88
923	Consulting	\$ 398,287.21	\$ 301,662.73
107	Consulting-Cap Exp	\$1,154,380.32	\$ 874,327.65
920/926	Mgmt Direct P/R	\$ 120,866.16	\$ 91,544.03
923	Mgmt P/R Alloc	\$ 67,899.17	\$ 51,426.83
930.2	Operating	\$3,178,309.26	\$2,407,251.43
		\$4,965,229.16	\$3,760,664.57

Cascade Land Leasing Company:

<u>Account</u>	<u>Description</u>	<u>Total Company</u>	<u>Total Washington</u>
920	Payroll and related	\$ 165.03	\$ 125.62
493	Building rental	\$ 1.60	\$ 1.22
		\$ 166.63	\$ 126.84

CGC Energy, Inc:

<u>Account</u>	<u>Description</u>	<u>Total Company</u>	<u>Total Washington</u>
920	Payroll and related	\$ 130,987.57	\$ 130,987.57
493	Building rental	\$ 1,936.00	\$ 1,936.00
		\$ 132,923.57	\$ 132,923.57

- (d) A DESCRIPTION OF TERMS OF ANY LOANS BETWEEN THE UTILITY AND EACH SUCH AFFILIATED INTEREST OR SUBSIDIARY AND A LISTING OF THE YEAR-END LOAN AMOUNTS AND MAXIMUM LOAN AMOUNTS OUTSTANDING DURING THE YEAR.

There were no loans made to any affiliated interest or subsidiary during 2008.

- (e) A DESCRIPTION OF THE TERMS AND TOTAL AMOUNT OF ANY OBLIGATION OR LIABILITY ASSUMED BY THE UTILITY FOR EACH SUCH AFFILIATED INTEREST OR SUBSIDIARY.

None.

(f) A DESCRIPTION OF THE ACTIVITIES OF EACH SUCH AFFILIATED INTEREST OR SUBSIDIARY WITH WHICH THE UTILITY HAS TRANSACTIONS.

- MDU Resources Group, Inc - Parent Company to Cascade Natural Gas Corporation
- Cascade Land Leasing Co. - Made loans to Cascade's regulated utility customers to assist these customers in purchasing energy efficient natural gas appliances. **(Dissolved as of December 31, 2008)**
- CGC Energy, Inc. – effective April 1, 2007, provided gas supply sales to non-core customers in the State of Washington, including customers outside Cascade's utility service territory. **(Dissolved as of December 31, 2008)** Contracts were transferred back to Cascade Natural Gas Corporation as of April 1, 2008, via the following tariffs: Substitute Sixth Revision Sheet No. 682, Substitute Fourth Revision Sheet No. 684 and Substitute Third Revision Sheet No. 684-A, which were approved by the Commission on March 27, 2008.

(g) A LIST OF ALL COMMON OFFICERS AND DIRECTORS BETWEEN THE GAS UTILITY AND EACH SUCH AFFILIATED INTEREST OR SUBSIDIARY, ALONG WITH THEIR TITLES IN EACH ORGANIZATION.

Please see the attached organizational chart.



# Cascade Natural Gas Corporation

## Directors

David L. Goodin  
Terry D. Hildestad  
Vernon A. Raile  
Paul K. Sandness

## Officers

Michael J. Gardner	Executive Vice President, Utility Operational Support
David L. Goodin	President and Chief Executive Officer
James E. Haug	Chief Accounting Officer
Terry D. Hildestad	Chairman of the Board
Daniel S. Kuntz	Assistant Secretary
Julie A. Marshall	Vice President - Customer Service
Daniel E. Meredith	Designated Engineer
K. Frank Morehouse	Executive Vice President and General Manager
Larry C. Rosok	Vice President - Human Resources and Assistant Secretary
Paul K. Sandness	General Counsel and Secretary
Jon T. Stoltz	Senior Vice President - Regulatory and Gas Supply

# CGC Resources, Inc.

## Directors

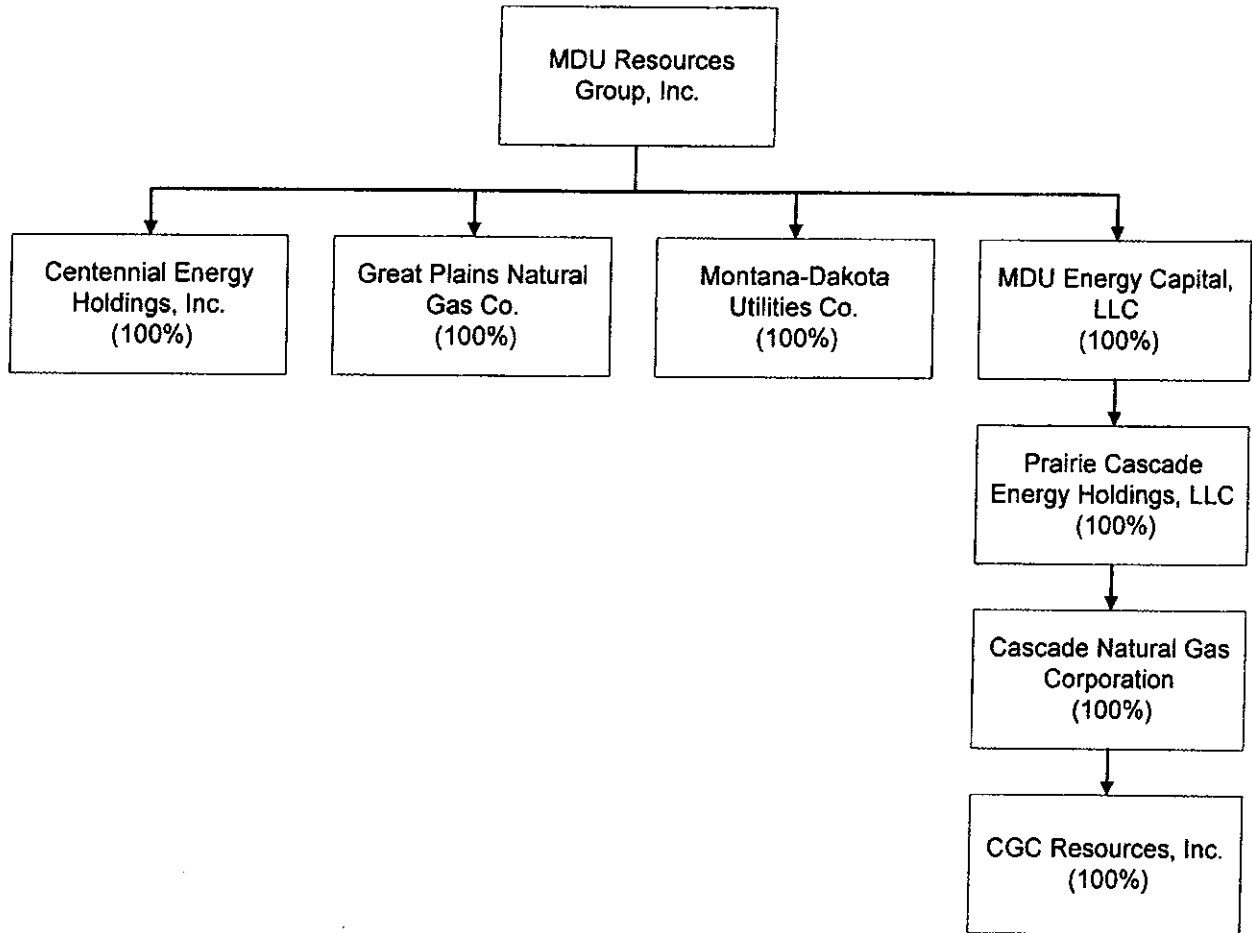
David L. Goodin  
Terry D. Hildestad  
Vernon A. Raile  
Paul K. Sandness

## Officers

David L. Goodin	President and Chief Executive Officer
James E. Haug	Treasurer
Terry D. Hildestad	Chairman of the Board
Paul K. Sandness	General Counsel and Secretary

# **Attachments**

**Subsidiaries of MDU Resources Group, Inc.**  
**Effective Date: 4/3/2009**  
**Created Date: 4/3/2009**



**Cascade Natural Gas Corporation  
Cost Allocation Manual  
Revised March 30, 2007**

The purpose of Cascade Natural Gas Corporation's Cost Allocation Manual is to describe the methodologies for allocating direct, indirect, and shared services costs between the utility and its non-regulated or non-utility affiliates and activities.

Affiliate/Non-Regulated Operations Estimated Margin Summary:

- |                          |                |
|--------------------------|----------------|
| • Natural Gas Operations | Estimated >98% |
| • Non-Gas Operations     | Estimated < 2% |
| • Total                  | 100%           |

**Cascade Natural Gas Corporation's Non-Regulated Activities and Affiliates:**

The following is a list of CNGC's Non-Regulated Activities through CGC Energy:

The procurement and sale of gas supply and upstream pipeline capacity to customers located in the State of Washington.

The following is a list of CNGC's Affiliates and Subsidiaries:

1. Cascade Land Leasing Company – Services appliance loans to the regulated utility's customers, no new loans issued since September 1997
2. CGC Energy – Effective 4/1/2007, provides Gas Supply Sales to customers located in the State of Washington.
3. CGC Properties – Holds Investment Property – Inactive
4. CGC Resources – Pipeline Capacity Management – Active with no current activities.

All direct revenues and expenses incurred, such as royalty and interest revenues and income or property tax expense, are recorded on the appropriate subsidiary's books.

**CASCADE LAND LEASING:**

**Labor Allocation Methods-Cascade Land Leasing**

Cascade Natural Gas Corporation allocates labor and facilities rent to Cascade Land Leasing Company.

Direct Labor method used: A report is received in Corporate Accounting at the end of each month detailing the employees who spent time working on Cascade Land Leasing Company processes and the total hours involved. The number of each employee's hours

worked is multiplied by their hourly wage and added together to arrive at the total direct labor costs billed to Cascade Land Leasing for the month.

### **Payroll Loadings and Overheads-Cascade Land Leasing**

Indirect Labor method used: Payroll taxes and benefits costs are also allocated to Cascade Land Leasing Company. It was determined that Cascade Natural Gas Corporation would use a rate of 10.3% of the direct labor costs for payroll taxes. This is based upon a combination of FICA, FUTA, and SUTA taxes. The payroll benefits rate used is the same one used by Cascade Natural Gas Corporation for benefit on costing (total benefit cost divided by total direct labor costs). The rate for FY 2007 is 48.7%. This ratio is established annually at the beginning of the fiscal year.

#### Cost Element

- Payroll Taxes (FICA, Medicare, FUTA, SUTA, other) 10.3%
- Benefits (PTO, Sick time, Medical/Dental, Retirement) 48.7%
- Total 59.0%

### **Service Provider and Administrative Allocations-Cascade Land Leasing**

Facilities Rent method used: Cascade Natural Gas Corporation charges Cascade Land Leasing Company for use of office space based on square footage and time spent by employees occupying that office space while working on Cascade Land Leasing Company activities. There is 109 square feet of space that is billed at a yearly rate of \$15.00 per square foot. The space rent total is divided by 12 and is then multiplied by the total number of direct labor hours divided by the total number of possible working hours in a month ( $37.5 \times 4 = 150$ ). The actual monthly rent formula is  $109 * (\$15/12) * (\text{direct labor hours}/150)$ .

Cascade Natural Gas Corporation prepares an invoice each month for these costs and submits it to Cascade Land Leasing Company for payment.

### **Organization Chart**

No Change

### **CGC ENERGY:**

#### **Labor Allocation Methods-CGC Energy**

Effective April 1, 2007, CGC Energy (CGCE) will begin providing Wholesale Gas Supply Marketing services to Cascade's Washington Customers.

#### Direct Labor method used:

CGC Energy has 3 employees ( 2 Account Executives, and 1 Manager) whose full-time duties are to perform services for the subsidiary. As a result 100 % of their payroll and all associated labor costing are directly assigned to the subsidiary through a work order.

Other direct expenses, such as travel or consulting services for CGCE are also directly assigned to the subsidiary.

Additionally, on a regular basis, other general office employees will spend time on corporate service support, such as billing, payroll, accounting, federal income tax filings, and general management duties for CGC Energy. The costs associated with providing those services will be directly assigned based on documented hours worked (individual time records) on affiliated business.

### **Payroll Loadings and Overheads-CGC Energy**

Indirect Labor method used: Payroll taxes and benefits costs are also allocated to CGC Energy for dedicated and shared employees, which is accomplished through the labor-costing module of the Company's accounting system. Cascade Natural Gas Corporation uses a rate of 10.3% of the direct labor costs for payroll taxes. This is based upon a combination of FICA, FUTA, and SUTA taxes. The payroll benefits rate used is the same one used by Cascade Natural Gas Corporation for benefit on costing (total benefit cost divided by total direct labor costs). The rate for FY 2007 is 48.7%. This ratio is established annually at the beginning of the fiscal year.

#### Cost Element

• Payroll Taxes (FICA, Medicare, FUTA, SUTA, other)	10.3%
• Benefits (PTO, Sick time, Medical/Dental, Retirement)	48.7%
• Total	59.0%

### **Service Provider and Administrative Allocations- CGC Energy**

Facilities Rent method used: Cascade Natural Gas Corporation charges CGC Energy for direct office space used by its 3 employees. The portion of Cascade's facilities utilized by CGC Energy direct employees is 480 square feet, which is billed at an annual rate of \$15.00/square foot.

The square footage associated with those employees performing shared services for both Cascade and CGC Energy will also be included in the calculation of the bill for services performed on behalf of CGC Energy. Each shared employee's square footage will be measured and billed at a yearly rate of \$15.00 per square foot. The space rent total is divided by 12 and is then multiplied by the total number of direct labor hours divided by the total number of possible working hours in a month ( $37.5 \times 4 = 150$ ). The actual monthly rent formula is  $(\text{square footage}) \times (\$15/12) \times (\text{direct labor hours}/150)$ .

Cascade Natural Gas Corporation will prepare an invoice each month for these costs and submits it to CGC Energy for payment.

### **Organization Chart**

See Attached

## INTERCOMPANY ADMINISTRATIVE SERVICES AGREEMENT

BY and AMONG

MDU Resources Group, Inc.

AND

Its Utility Business Units

This Intercompany Administrative Services Agreement ("Agreement") is entered into effective as of July 2, 2007 by and among MDU Resources Group, Inc. (hereinafter the "Company") and its utility divisions and subsidiaries party to this Agreement (hereinafter a "Utility" or the "Utilities") (each a "Party" and together the "Parties").

WHEREAS, the Company provides senior management, executive oversight and other administrative services that provide value to and benefit the Utilities;

WHEREAS, the Utilities have access to professional, technical and other specialized resources that the Company may wish to utilize from time to time in the provision of administrative services; and

WHEREAS, the Company and the Utilities may desire to utilize the professional, technical and other specialized resources of the others.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the Company and the Utilities agree as follows:

### **ARTICLE 1. PROVISION OF ADMINISTRATIVE SERVICES**

Upon and subject to the terms of this Agreement, services will be provided between and among the Company and the Utilities that are not directly applicable to the production, distribution or sale of a product or service available to customers of the Utilities ("Administrative Services"). For purposes of this Agreement, Administrative Services shall include, but not be limited to the following:

- a) services by the Board of Directors, and executive, management, professional, technical and clerical employees;
- b) financial and accounting services, corporate governance and compliance services, legal services, audit services, information and technology services, treasury services, investor relations services, governmental and regulatory services, human resources services, communications services, payroll processing services, employee benefits participation, procurement and fleet management, tax and related services, contract negotiation and administration services, insurance and risk management services, environmental services and engineering and technical services;
- c) the use of office facilities, including but not limited to office space, furniture, equipment, machinery, supplies, computers and computer software, communications equipment, insurance policies and other personal property;
- d) the use of automobiles, airplanes, other vehicles and equipment;

To obtain specialized expertise or to achieve efficiencies, the following situations may arise under this Agreement whereby Administrative Services may be provided between and among the Company and its Utilities,

- a) The Company may directly assign or allocate Administrative Services costs, common costs, or costs incurred for the benefit of the Utility or Utilities, to a Utility or the Utilities,
- b) The Company may procure Administrative Services from a Utility or the Utilities for the Company's benefit,
- c) The Company may procure Administrative Services from a Utility or the Utilities for subsequent allocation to some or all the Utilities commonly benefiting, or
- d) The Utilities may procure Administrative Services from each other or agree to directly assign or allocate common costs to each other.

## **ARTICLE 2. DEFINITIONS**

For purposes of this Agreement these terms shall be defined as follows:

- (a) "Laws" shall mean any law, statute, rule, regulation or ordinance.
- (b) "State Commissions" shall mean any state public utility commission or state public service commission with jurisdiction over a Utility.
- (c) "Utilities" shall mean current and future direct and indirect major-owned electric and natural gas utilities of the Company including its utility divisions.

## **ARTICLE 3. EFFECTIVE DATE**

This Agreement shall be effective as of the date set forth above; provided, however, that in those jurisdictions in which regulatory approval is required before the Agreement becomes effective, the effective date shall be as of the date of such approval.

## **ARTICLE 4. CHARGES AND PAYMENT**

### **(a) CHARGES.**

Parties shall charge for Administrative Services on the following basis:

- (i) Direct Assignment: The cost of an Administrative Service incurred specifically for a Party ("Recipient Party") will be directly assigned to that Party by the Party providing the Administrative Services ("Providing Party"), including, but not limited to, allocable salary and wages, incentives, paid absences, payroll taxes, payroll additives (insurance premiums, health care and retirement benefits and the like), direct non-labor costs, if any, and similar expenses, and reimbursement of out-of-pocket third party costs and expenses.
- (ii) Service Charges: Service Charges will be assessed for costs that are impractical to assign directly but for which a cost/benefit relationship can be reasonably identified between the Administrative Service and the Recipient Party. A practical allocation method will be established by Providing Party that allocates the cost of this service equitably and consistently to the Recipient Party.
- (iii) Allocations: Costs incurred for the general benefit of the entire utilities group for which direct charging and service charges are not practical will be allocated to the Parties. An allocation methodology will be established and used consistently from year to year.

The charges constitute full compensation to the Providing Party for all charges, costs and expenses incurred by the Providing Party on behalf of the Recipient Party in providing the Administrative Services, unless otherwise specifically agreed to in writing between the Parties.

If events or circumstances arise which, in the opinion of the Parties, render the costs of providing any Administrative



Services materially different from those charged under a specific rate or formula then in effect, the specific rate or formulas shall be equitably adjusted to take into account such events or changed circumstances.

Providing Parties will bill each and all Recipient Parties, as appropriate, for Administrative Services rendered under this Agreement in as specific a manner as practicable. To the extent that direct charging for services rendered is not practicable, the Providing Party may utilize allocation methodologies to assign charges for services rendered to the Recipient Party, reflective of the drivers of such costs. Such allocation methodologies may utilize allocation bases that include, but are not limited to: capitalization, employee labor, employee counts, assets, and multi-factor allocation formulae.

Any cost allocation methodology for the assignment of corporate and affiliate costs will comply with the following principles:

- i) For Administrative Services rendered to a Utility or each cost category subject to allocation to a Utility, the Providing Party must be able to demonstrate that such service or cost category is reasonable for the Utility for the performance of its regulated operations, is not duplicative of Administrative Services already being performed within the Utility, and is reasonable and prudent.
- ii) Parties must maintain records sufficient to specifically identify costs subject to allocation, particularly with respect to their origin. In addition, the records must be adequately supported in a manner sufficient to justify recovery of the costs in rates of the Utility.
- iii) It is the responsibility of the Utility Parties to this Agreement to ensure that costs which would have been denied recovery in rates had such costs been directly incurred by the regulated operation are appropriately identified and segregated in the books of the regulated operation.

**(b) PAYMENT.**

(i) Each Providing Party shall bill the Recipient Party monthly for all charges pursuant to this Agreement via billings directly to the Recipient Party or through the Company. Full payment for all Administrative Services shall be made by the end of the calendar month following the intercompany charge. Charges shall be supported by reasonable documentation, which may be maintained in electronic form.

(ii) The Parties shall make adjustments to charges as required to reflect the discovery of errors or omissions or changes in the charges. The Parties shall conduct a true-up process as appropriate to adjust charges based on reconciliation of amounts charged and costs incurred.

**ARTICLE 5. GENERAL OBLIGATIONS: STANDARD OF CARE**

Utility Parties will comply with all applicable State and Federal Laws regarding affiliated interest transactions, including timely filing of applications and reports. The Parties agree not to cross-subsidize between the rate-regulated and non-rate-regulated businesses or between any rate-regulated businesses, and shall comply with any applicable State Commission Laws and orders. Subject to the terms of this Agreement, the Parties shall perform their obligations hereunder in a commercially reasonable manner.

**ARTICLE 6. TAXES**

Each Party shall bear all taxes, duties and other similar charges except taxes based upon its gross income (and any related interest and penalties), imposed as a result of its receipt of Administrative Services under this Agreement, including without limitation sales, use, and value-added taxes.

**ARTICLE 7. ACCOUNTING AND AUDITING**

Parties shall maintain such books and records as are necessary to support the charges for Administrative Services, in sufficient detail as may be necessary to enable the Utilities to satisfy applicable regulatory requirements ("Records"). All Parties:

(a) shall provide access to the Records at all reasonable times;

(b) shall maintain the Records in accordance with good record management practices and with at least the same degree of completeness, accuracy and care as it maintains for its own records; and

Subject to the provisions of this Agreement, Records supporting intercompany billings shall be available for inspection and copying by any qualified representative or agent of a Party, at the expense of the inquiring Party. In addition, State Commission staff or agents may audit the accounting records of Providing Parties that form the basis for charges to Utilities, to determine the reasonableness of allocation factors used by the Providing Party to assign costs to the Recipient Party and amounts subject to allocation or direct charges. All Parties agree to cooperate fully with such audits.

#### **ARTICLE 8. BUDGETING**

In advance of each budget year, Providing Parties shall prepare and deliver to the Recipient Parties, for their review and approval, a proposed budget for Administrative Services to be performed during that year. The approved schedule of budgeted Administrative Services shall evidence the base level of Administrative Services. The schedule shall be updated at least annually. Each Party shall promptly notify the other Party in writing of any requested material change to the budget costs for any service being provided.

#### **ARTICLE 9. COOPERATION WITH OTHERS**

The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Administrative Services. Such good faith cooperation will include providing electronic access in the same manner as provided other vendors and contractors to systems used in connection with Administrative Services and using commercially reasonable efforts to obtain all consents, licenses, sublicenses or approvals necessary to permit each Party to perform its obligations. Each Party shall make available to the other Party any information required or reasonably requested by the other Party regarding the performance of any Administrative Service and shall be responsible for timely providing that information and for the accuracy and completeness of that information; provided, however, that a Party shall not be liable for not providing any information that is subject to a confidentiality obligation owed by it to a person or regulatory body other than an affiliate of it or the other Party. Either Party shall not be liable for any impairment of any Administrative Service caused by it not receiving information, either timely or at all, or by it receiving inaccurate or incomplete information from the other Party that is required or reasonably requested regarding that Administrative Service. The Parties will cooperate with each other in making such information available as needed in the event of any and all internal or external audits, utility regulatory proceedings, legal actions or dispute resolution. Each Party shall fully cooperate and coordinate with each other's employees and contractors who may be awarded other work. The Parties shall not commit or permit any act, which will interfere with the performance of or receipt of Administrative Services by either Party's employees or contractors.

#### **ARTICLE 10. COMPLIANCE WITH ALL LAWS**

Each Party shall be responsible for (i) its compliance with all laws and governmental regulations affecting its business, including but not limited to, laws and governmental regulations governing federal and state affiliate transactions, workers' compensation, health, safety and security, and (ii) any use it may make of the Administrative Services to assist it in complying with such laws and governmental regulations.

#### **ARTICLE 11. LIMITATION OF LIABILITY**

Notwithstanding any other provision of this Agreement and except for (a) rights provided under Article 12 in connection with Third-Party Claims, (b) direct or actual damages as a result of a breach of this Agreement, and (c) liability caused by

a Party's negligence or willful misconduct, no Party nor their respective directors, officers, employees and agents, will have any liability to any other Party, or their respective directors, officers, employees and agents, whether based on contract, warranty, tort, strict liability, or any other theory, for any indirect, incidental, consequential, special damages, and no Party, as a result of providing a Service pursuant to this Agreement, shall be liable to any other Party for more than the cost of the Administrative Service(s) related to the claim or damages.

#### **ARTICLE 12. INDEMNIFICATION**

Each of the Parties will indemnify, defend, and hold harmless each other Party, members of its Board of Directors, officers, employees and agents against and from any third-party claims resulting from any negligence or willful misconduct of a Party's employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of its obligations under this Agreement or in any way related to this Agreement. If a Third-Party claim arising out of or in connection with this Agreement results from negligence of multiple Parties (including their employees, agents, suppliers and subcontractors), each Party will bear liability with respect to the Third-Party Claim in proportion to its own negligence.

#### **ARTICLE 13. DISPUTE RESOLUTION**

The Parties shall promptly resolve any conflicts arising under this Agreement and such resolution shall be final. If applicable, adjustments to the charges will be made as required to reflect the discovery of errors or omissions in the charges. If the Parties are unable to resolve any service, performance or budget issues or if there is a material breach of this Agreement that has not been corrected within ninety (90) days, representatives of the affected Parties will meet promptly to review and resolve those issues in good faith.

#### **ARTICLE 14. TERMINATION FOR CONVENIENCE**

A Party may terminate its participation in this Agreement either with respect to all, or with respect to any one or more, of the Administrative Services provided hereunder at any time and from time to time, for any reason or no reason, by giving notice of termination at least sixty (60) days in advance of the effective date of the termination to enable the other Party to adjust its available staffing and facilities. In the event of any termination with respect to one or more, but less than all, Administrative Services, this Agreement shall continue in full force and effect with respect to any Administrative Services not terminated hereby. If this Agreement is terminated in whole or in part, the Parties will cooperate in good faith with each other in all reasonable respects in order to effect an efficient transition and to minimize the disruption to the business of all Parties, including the assignment or transfer of the rights and obligations under any contracts. Transitional assistance service shall include organizing and delivering records and documents necessary to allow continuation of the Administrative Services, including delivering such materials in electronic forms and versions as reasonably requested by the Party.

#### **ARTICLE 15. CONFIDENTIAL INFORMATION NONDISCLOSURE**

To the fullest extent allowed by law, the provision of any Administrative Service or reimbursement for any Administrative Service provided pursuant to this Agreement shall not operate to impair or waive any privilege available to either Party in connection with the Administrative Service, its provision or reimbursement for the Administrative Service.

All Parties will maintain in confidence Confidential Information provided to each other in connection with this Agreement and will use the Confidential Information solely for the purpose of carrying out its obligations under this Agreement. The term Confidential Information means any oral or written information, (including without limitation, computer programs, code, macros or instructions) which is made available to the Company, its Utilities or one of its representatives, regardless of the manner in which such information is furnished. Confidential Information also includes the following:

- a. All Information regarding the Administrative Services, including, but not limited to, price, costs, methods of operation and software, shall be maintained in confidence.

b. Systems used to perform the Administrative Services provided hereunder are confidential and proprietary to the Company, its Utilities or third party vendors. Parties shall treat these systems and all related procedures and documentation as confidential and proprietary to the Company, the Utilities or its third party vendors.

c. All systems, procedures and related materials provided to either Party are for its internal use only and only as related to the Administrative Services or any of the underlying systems used to provide the Administrative Services.

Notwithstanding anything in this Article 15 to the contrary, the term "Confidential Information" does not include any information which (i) at the time of disclosure is generally available to and known by the public (other than as a result of an unpermitted disclosure made directly or indirectly by a Party), (ii) was available to a Party on a nonconfidential basis from another source (provided that such source is not or was not bound by a confidentiality agreement with a Party or had any other duty of confidentiality to a Party), or (iii) has been independently acquired or developed without violating any of the obligations under this Agreement.

The Parties shall use good faith efforts at the termination or expiration of this Agreement to ensure that all user access and passwords are cancelled.

All Confidential Information supplied or developed by a Party shall be and remain the sole and exclusive property of the Party who supplied or developed it.

#### **ARTICLE 16. PERMITTED DISCLOSURE**

Notwithstanding provisions of this Agreement to the contrary, each Party may disclose Confidential Information (i) to the extent required by a State Commission, a court of competent jurisdiction or other governmental authority or otherwise as required by law, including without limitation disclosure obligations imposed under the federal securities laws, provided that such Party has given the other Party prior notice of such requirement when legally permissible to permit the other Party to take such legal action to prevent the disclosure as it deems reasonable, appropriate or necessary, or (ii) on a "need-to-know" basis under an obligation of confidentiality to its consultants, legal counsel, affiliates, accountants, banks and other financing sources and their advisors.

#### **ARTICLE 17. SUBCONTRACTORS**

To the extent provided herein, the Parties shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by such subcontractors and shall maintain complete control over all such subcontractors. It being understood and agreed that nothing contained herein shall be deemed to create any contractual relation between the subcontractor of any tier and the Parties.

#### **ARTICLE 18. NONWAIVER**

The failure of a Party to insist upon or enforce strict performance of any of the terms of this Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to enforce such terms or rights on any future occasion.

#### **ARTICLE 19. SEVERABILITY**

Any provision of this Agreement prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

#### **ARTICLE 20. ENTIRE AGREEMENT/DOCUMENTS INCORPORATED BY REFERENCE**

All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into this Agreement, which fully and completely express the agreement of the Parties with respect to the subject matter hereof.

**ARTICLE 21. OTHER AGREEMENTS**

This Agreement does not address or govern the Parties' relationship involving: (a) the tax allocation agreement nor (b) any other relationships not specifically identified herein. All such relationships not addressed or governed by this Agreement will be governed and controlled by a separate agreement or tariff specifically addressing and governing those relationships or by applicable Laws or orders.

This agreement has been duly executed on behalf of the Parties as follows:

**MDU RESOURCES GROUP, INC.**

By:   
Terry D. Hildestad  
Title: President and Chief Executive Officer

**MONTANA-DAKOTA UTILITIES CO.**  
a division of MDU Resources Group, Inc.

By:   
Bruce T. Imsdahl  
Title: President and Chief Executive Officer

**GREAT PLAINS NATURAL GAS CO.**  
a division of MDU Resources Group, Inc.

By:   
Bruce T. Imsdahl  
Title: President and Chief Executive Officer

**CASCADE NATURAL GAS CORPORATION**  
a subsidiary of MDU Resources Group, Inc.

By:   
David L. Goodin  
Title: President