

GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware corporation, hereinafter called "Company", and \_\_\_\_\_ located at \_\_\_\_\_, hereinafter called "Customer".

Customer has entered into agreements to purchase natural gas and have that gas delivered to a "receipt point" using Shipper(s) as specified in attached Exhibit "A" as Shipper. Customer agrees to notify Company prior to any change in shipper(s) and further agrees to execute a new Exhibit "A" prior to change of event.

Customer and Company enter into this Gas Transportation Agreement to have said gas transported by Company from the "receipt point" to a "delivery point".

WITNESSETH: The parties hereto, each in consideration of the agreement of the other, agree as follows:

1.0 TERM. Transportation, deliveries and charges hereunder shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

2.0 RECEIPT POINT(S), DELIVERY POINT(S), RATE SCHEDULE(S), AND QUANTITIES. Delivery of natural gas under Small Interruptible General Gas Transportation Service Rate 81 or Large Interruptible General Gas Transportation Service Rate 82, by Company to Customer shall be at or near the points whose locations and maximum delivery quantity per day are described as follows. In the event said "Term of Rate", as specified in attached Exhibit "B", is not executed by both parties to this agreement, Customer agrees to pay Company the currently approved ceiling rate as specified under "Rate Schedule" below. Said "Term of Rate" shall not be executed for periods of less than 30 days.

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Rate Schedule</u>	<u>Dk Maximum Delivery Point Quantity Per Day</u>
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3.0 DISPATCHING. Customer will adhere to gas dispatching policies and procedures, established by Company and posted on Company's web site, to facilitate service under this Agreement. Company will inform Customer of any changes in dispatching policies that may affect this Agreement as they occur.

4.0 RATE. The rates charged Customer shall be as specified in applicable Company tariffs as approved by the appropriate state utility regulatory agency.

The currently effective rates and General Provision tariffs are available on the Company's website and made a part hereof. Company shall have the right to modify the rates charged and the terms and conditions hereunder by making unilateral rate filings with the appropriate regulatory agency.

5.0 FIRM NATURAL GAS REQUIREMENTS. Customer agrees to accept service hereunder in accordance with Company's Rate 70, as specified in Exhibit "C" of this Agreement for Customer's firm requirements delivered through Customer's interruptible meter(s).

6.0 ASSIGNMENT. Customer agrees that it will not assign this Agreement except upon written consent of Company.

7.0 REGULATORY AUTHORITY. This Agreement is subject to all valid laws, orders, rules and regulations of any and all duly constituted authorities having jurisdiction over the subject matter herein and is subject to the receipt of any necessary authorization for the transportation service contemplated herein.

8.0 REPORTING REQUIREMENTS. Customer shall furnish Company all information as may be required or appropriate to comply with reporting requirements of duly constituted authorities having jurisdiction over the matter herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year above written.

CUSTOMER

COMPANY

MONTANA-DAKOTA UTILITIES CO.,  
A Division of MDU Resources Group, Inc.

By: \_\_\_\_\_  
\*

By: \_\_\_\_\_  
Director - Region

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
\*

Title: \_\_\_\_\_

\* Please type or print the names below the signature lines.

EXHIBIT "A"  
GAS TRANSPORTATION AGREEMENT

This document is an attachment to the Gas Transportation Agreement dated \_\_\_\_\_ between Montana-Dakota Utilities Co. and \_\_\_\_\_ covering natural gas transportation service to \_\_\_\_\_ (Customer's facility) located at \_\_\_\_\_.

This Exhibit "A" shall be in effect commencing on \_\_\_\_\_ - .

Customer's Total Interruptible Transportation Quantity: \_\_\_\_\_ dk per day.

The shipper(s) name is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer hereby authorizes Company to furnish the shipper any information relating to the volume and/or cost of natural gas furnished by Company for use by Customer. This authorization will remain in effect until a written notice is received from Customer.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CUSTOMER

By: \_\_\_\_\_

Representing

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MONTANA-DAKOTA UTILITIES CO.,  
A Division of MDU Resources Group, Inc.

By: \_\_\_\_\_

Director - Region

EXHIBIT "C"  
REQUEST FOR FIRM NATURAL GAS SALES SERVICE

This document is an attachment to the Gas Transportation Agreement dated \_\_\_\_\_ between Montana-Dakota Utilities Co. and \_\_\_\_\_ covering natural gas transportation service to \_\_\_\_\_ (Customer's facility) located at \_\_\_\_\_.

Daily Firm Service Requirements

January	_____	Dk/day
February	_____	Dk/day
March	_____	Dk/day
April	_____	Dk/day
May	_____	Dk/day
June	_____	Dk/day
July	_____	Dk/day
August	_____	Dk/day
September	_____	Dk/day
October	_____	Dk/day
November	_____	Dk/day
December	_____	Dk/day

I hereby request that these daily maximum quantities be provided to this location pursuant to an approved firm natural gas sales tariff.

Firm gas sales, under Rate 70, shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_, and shall continue thereafter until either party furnishes the other party 30 days written notice of termination.

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Please print or type)

Agreed to and accepted by Montana-Dakota Utilities Co. this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Director - Region