

**BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON**

**UM 1283**

In the Matter of

MDU RESOURCES GROUP, INC.

Application for Authorization to Acquire  
Cascade Natural Gas Corporation

NOTICE OF FILING ORDER OF  
WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

Pursuant to the Stipulation among the parties which the Commission approved in Order 07-221, issued June 5, 2007, Applicant MDU Resources Group, Inc. ("MDU Resources") agreed to file with the Commission and serve on the parties any order issued by the Washington Utilities and Transportation Commission ("WUTC") that accepts a stipulation to which MDU Resources and Cascade Natural Gas Corporation are a party, within five days of such order. On June 27, 2007, the WUTC issued Order 06 in Docket UG-061721, approving and adopting the stipulation among the parties and authorizing the transaction. A true and correct copy of that order is attached hereto as Exhibit A.

DATED: June 28, 2007

Respectfully submitted,

**PERKINS COIE LLP**

By: 

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Attorneys for Applicant MDU Resources  
Group, Inc.

**BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Joint Application of )	DOCKET UG-061721
MDU RESOURCES GROUP, INC. )	
AND CASCADE NATURAL GAS )	ORDER 06
CORPORATION )	
For an Order Authorizing Proposed )	APPROVING AND ADOPTING
Transaction )	STIPULATION; AUTHORIZING
..... )	TRANSACTION

*Synopsis: The Washington Utilities and Transportation Commission approves and adopts an unopposed Stipulation that proposes by its terms to resolve all issues in this proceeding. The Stipulation includes 36 commitments from the applicants, including ring-fencing provisions to maintain Cascade Natural Gas Corporation's financial independence from its new parent corporation and other corporate affiliates. The commitments preserve the Commission's access to information necessary to its regulatory responsibilities, protect service quality, protect consumers from rate impacts and preserve low-income programs. Taken together, the commitments address the Commission's concerns in connection with MDU Resources Group, Inc's proposed acquisition of Cascade Natural Gas Corporation. The Commission, by this Order, authorizes the proposed transaction.*

**SUMMARY**

- 1 **PROCEEDINGS:** Cascade Natural Gas Corporation (Cascade) and MDU Resources Group, Inc. (MDU Resources) filed a joint application on November 13, 2006, for an order authorizing MDU Resources' acquisition of all outstanding common stock of Cascade. The Washington Utilities and Transportation Commission (Commission) convened a prehearing conference Olympia, Washington on December 6, 2006, before Administrative Law Judge Dennis J. Moss. The Commission, among other things, adopted an agreed schedule upon which to consider the joint application.

2 MDU Resources, Cascade, the Commission's regulatory staff (Commission Staff or Staff), the Public Counsel Section of the Washington Office of the Attorney General (Public Counsel), Northwest Industrial Gas Users (NWIGU), the Energy Project, and Boise Cascade LLC (Boise Cascade) filed a Stipulation on May 9, 2007, and requested that the Commission approve and adopt its terms in full resolution of the issues in this proceeding.<sup>1</sup>

3 **PARTY REPRESENTATIVES:** James M. Van Nostrand and Laurence Reichman, Perkins Coie LLP, Portland, Oregon, represent MDU Resources and Cascade. Melinda J. Davison, Matthew Perkins and Sarah Yasutake, Portland, Oregon, represent Weyerhaeuser, Boise Cascade and Longview Fibre. John A. Cameron, Davis Wright Tremaine LLP, Portland, Oregon, represents Cost Management Services, Inc. Edward A. Finklea, Chad M. Stokes and Lindsay R. Kandra, Cable Huston Benedict Haagensen & Lloyd LLP, Portland, Oregon, represent NWIGU. Ron Roseman, attorney, Seattle, Washington, represents the Energy Project. Simon ffitich, Assistant Attorney General, Seattle, Washington, represents Public Counsel. Gregory Trautman, Assistant Attorney General, Olympia, Washington, represents Commission Staff.<sup>2</sup>

4 **COMMISSION DETERMINATIONS:** The Commission finds its adoption and approval of the parties' Stipulation will establish conditions that ensure the proposed transaction is consistent with the public interest. The Commission concludes it should approve the Revised Application filed by MDU Resources and Cascade on March 23, 2007, and authorize MDU Resources' acquisition of Cascade pursuant to the terms of the Revised Application, subject to the requirements included in the Stipulation.

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<sup>1</sup> The remaining parties to this proceeding, Cost Management Services, Inc., Weyerhaeuser Company and Longview Fibre, are not signatories to, but do not oppose the Stipulation.

<sup>2</sup> In formal proceedings, such as this case, the Commission's regulatory staff functions as an independent party with the same rights, privileges, and responsibilities as any other party to the proceeding. There is an "ex parte wall" separating the Commissioners, the presiding Administrative Law Judge, and the Commissioners' policy and accounting advisors from all parties, including Staff. *RCW 34.05.455*.

**MEMORANDUM**

**I. Background and Procedural History**

- 5 MDU Resources and Cascade (Applicants) initiated Docket UG-061721 by filing on November 13, 2006, their joint application for an order authorizing MDU Resources' acquisition of all outstanding common stock of Cascade. The parties held a technical workshop on February 20, 2007, followed by a settlement conference on March 5, 2007. On March 23, 2007, Applicants submitted a Revised Application to incorporate modifications to the structure of the transaction, as agreed during settlement discussions. The parties held additional settlement conferences and reached agreement on the principal terms of a full settlement on April 20, 2007.
- 6 On May 9, 2007, MDU Resources, Cascade, Staff, Public Counsel, NWIGU, the Energy Project, and Boise Cascade, filed their Stipulation. They request that the Commission approve and adopt the Stipulation as a full resolution of all issues pending in this proceeding. By a letter filed on May 21, 2007, Weyerhaeuser stated that it does not intend to sign the Stipulation or become a party to it, but does not oppose its adoption. The remaining intervenors, CMS and Longview Fibre, stated no opposition to the Commission's adoption of the Stipulation.
- 7 The parties filed their narrative in support of the Stipulation on May 11, 2007. The narrative describes the proposed transaction in detail. According to the parties, the transaction will be completed in substantially the following manner:
- a. The transaction will be effected pursuant to a reverse triangular merger whereby MDU Resources will acquire all of the outstanding common stock of Cascade for a purchase price of \$26.50 per common share or approximately \$305 million in cash through Merger Sub, a subsidiary of MDU Resources formed specifically to effectuate the acquisition. At the effective time of the merger, Merger Sub will cease to exist.
  - b. The corporate organizational structure that MDU Resources anticipates after closing of the acquisition is set forth in the Post Acquisition Cascade Organizational Chart included as Attachment 1

to the transaction commitments.<sup>3</sup> Without regard to the possible use of short term bridge financing (which if used would be repaid at the time permanent financing is put into place), the following steps describe the sequence of events MDU Resources anticipates in establishing Cascade as "ring fenced" in the support of a Non-Consolidation Opinion which Cascade commits to obtain under one of the commitments.

(i) MDU Resources will either issue new common equity or utilize other available capital resources to fund approximately \$220 million for the purchase of the existing Cascade stock.

(ii) Debtco, as identified in Attachment 1 and the Stipulation, will obtain approximately \$85 million of additional funds through debt financing to complete the funding for the purchase of the Cascade stock. Approximately \$165 million of existing debt at Cascade will remain at Cascade and be unaffected by the merger.

(iii) Approximately \$305 million will be transferred to a paying agent who will pay Cascade's existing shareholders. MDU Resources will make capital contributions to Debtco. Debtco will make capital contributions to Equico, as identified in Attachment 1 to Appendix A of the Stipulation, such that, upon the completion of the transaction, Equico will then own 100% of the stock of Cascade and Debtco will own 100% of the stock of Equico.

(iv) Equico's stock will be the asset supporting Debtco's loan of approximately \$85 million. Equico is expected to be established as a bankruptcy-remote special purpose entity, and is not expected to have debt.

(v) At least one director of Equico will be an Independent Director, as described in one of the commitments.

- c. In summary, MDU Resources plans to cause all of the common stock of Cascade to be owned by Equico, a new Delaware limited liability company and wholly-owned subsidiary of Debtco, also a Delaware limited liability company whose stock will be owned by MDU

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<sup>3</sup> The transaction commitments are included as Appendix A to the Stipulation filed with the Commission on May 9, 2007.

Resources. This structure and transactional flow result in the assets, liabilities and equity of Cascade remaining as presently recorded.

8 The Commission conducted a hearing to consider the Stipulation on June 18, 2007. Counsel for MDU Resources and Cascade, and Bruce T. Imsdahl, President and CEO of Montana-Dakota Utilities Co. (Montana-Dakota), a division of MDU Resources, made opening statements. The parties made available to the Commission for questioning a panel of witnesses including Dave Goodin, who will be Cascade's new president once the transaction is completed; John F. Renner, Executive Vice President, Finance and Chief Accounting Officer for Montana-Dakota; Jon T. Stoltz, Senior Vice President, Cascade Natural Gas; Ken Elgin for Commission Staff; Steven Johnson and Glenn Watkins for Public Counsel; and Paula Pyron for NWIGU.

## **II. Settlement Agreement**

9 The parties recommend under the terms of the Stipulation that the Commission issue an order approving the transaction, imposing as conditions the 36 commitments set forth in Appendix A to the Stipulation. The Stipulation, including Appendix A, is attached to and made a part of this Order by this reference. Applicants' commitments include proposed conditions in the following areas:

- Access to relevant information.
- Rate credits and other rate issues.
- Cascade's financial stability.
- Ring-fencing provisions.
- Cost allocation and cross-subsidization issues.
- Low-income programs.
- Quality of service measures.
- Commitment implementation issues.

10 The settling parties, arguing that the Commission should find the Stipulation to be in the public interest, focus their joint testimony on the significant financial protections, particularly the ring-fencing provisions; the financial incentive of a \$672,000 per year rate credit commitment for five years; and insulation of customers from transactional

costs and increased operating costs attributable to the merger. Public Counsel adds service quality reporting commitments to its focus and the Energy Project emphasizes the several commitments to continue low income assistance and weatherization programs.

- 11 The settlement includes a “most favored state” clause to ensure Washington could receive the benefit of any additional commitments the companies make in Oregon where regulatory approval is also required.<sup>4</sup>

### III. Discussion and Decisions

- 12 The standard under Chapter 80.12 RCW and WAC 480-143-170 for approval of transactions such as the one proposed here is that the Commission will deny an application if it determines “the proposed transaction is not consistent with the public interest.”<sup>5</sup> The Commission described this as a “no harm” standard in its Third Supplemental Order in Docket UE-981627, the 1999 proceeding in which the Commission approved the merger between PacifiCorp and ScottishPower PLC (ScottishPower case).
- 13 As we observed in the ScottishPower case, two threshold criteria in considering whether a merger of this type meets the no harm test are the acquiring company’s financial and managerial fitness to take over the acquired utility’s operations, including its ability to run those operations safely and reliably. Mr. Renner, responding to questions from the Bench, stated that MDU Resources, while acquiring Cascade, is simultaneously involved in other transactions that will result in a cash infusion sufficient to fund the acquisition in a manner that will be perceived by analysts as financially neutral. Thus, from the perspective of the financial markets, the transaction should cause no change in the corporate family’s financial condition. MDU Resources’ prefiled testimony includes significant evidence of the company’s financial fitness and also establishes its managerial fitness to run Cascade’s operations safely and reliably.<sup>6</sup>

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<sup>4</sup> The Public Utility Commission of Oregon approved a stipulation similar in its terms to the Stipulation pending before us and authorized the transaction on June 5, 2007, in Order 07-221.

<sup>5</sup> WAC 480-143-170.

<sup>6</sup> Exhibit 5 (Imsdahl Direct) at 5:4 – 8:7, 9:10 – 20:19 (managerial fitness); Exhibit 7 (Renner Direct) at 5:6 – 9:3 (financial fitness); 9:4 – 11:33, 13:8 – 16, 17:16 – 19:22 (managerial fitness).

- 14 The 36 commitments that are part of the Stipulation ensure that the Commission will have access to information necessary to continue to regulate Cascade. Cascade's financial statements and other financial books and records will be maintained separately from the books and records of MDU Resources. Furthermore, Cascade will maintain its own credit rating for the purpose of issuing debt and preferred equity separate from MDU Resources and its affiliates. Commitment 3 addresses the access to be provided to books of account, as well as all documents, data, and records of their affiliated interests, which pertain to transactions between Cascade and its affiliated interests or which are otherwise reasonably calculated to lead to discoverable information regarding Cascade. The Stipulation confirms that, as provided under Washington law or regulation, the Commission may audit the accounting records of MDU Resources and its subsidiaries or divisions that are the basis for charges to Cascade. Applicants agree to notify the Commission in the event of certain acquisitions by MDU Resources. The Commission will be kept apprised of written information provided by and to credit rating agencies pertaining to Cascade. Commitment 26 provides for access to corporate minutes that provide relevant information regarding Cascade's business and associated risk analysis. Cascade and MDU Resources agree to provide a copy of any report resulting from an audit or review undertaken by any regulatory body pertaining to cost allocations and affiliated transactions involving Cascade and MDU Resources' regulated operations.
- 15 The commitments provide for the measuring and reporting of certain service quality information to monitor the quality of service provided by Cascade after the transaction. To ensure service quality, the Stipulation includes measuring and reporting requirements in Commitment 22 for calendar years 2008 and 2009. These reports will be provided to the Commission, the parties to this docket and made available to the public within 90 days following the end of the calendar year. The reports will include significant detail concerning customer complaints and Cascade's responsiveness to customers in the ordinary course of business. This oversight program will be reviewed after December 31, 2009, and the Commission will receive a report recommending whether to continue the program in its proposed, or another, form.



- 16 The commitments address cost allocation and cross-subsidization issues to ensure that Cascade's Washington customers will bear only those costs associated with providing retail gas distribution services in Washington. Cascade commits to exclude all costs of the transaction, including acquisition premium and integration costs, from ratemaking. Further, if there are costs that Cascade incurs for improved efficiencies which are proposed for rate case consideration, Cascade commits to provide to the Commission's satisfaction a demonstration of a net benefit to customers. These commitments, in conjunction with other commitments that cap allocated costs and provide direct credits to customers, provide adequate assurance that there is no financial harm to customers from the transaction.
- 17 The commitments contain extensive ring-fencing provisions that will protect Cascade's customers from any adverse impacts associated with Cascade's ownership by MDU Resources, and include other financial protections such as limitations on Cascade's ability to declare dividends.<sup>7</sup> The ring-fencing provisions will protect ratepayers from future financial risk, including the risk of MDU Resources' bankruptcy, upon which subject Cascade expressly commits to obtain a non-consolidation opinion within three months of closing the transaction. Other provisions protect ratepayers from the effects of affiliated interest transactions, require MDU Resources and Cascade to keep separate books, records, and assets, and require that MDU Resources and Cascade provide the Commission and Staff with access to these financial records so the Commission can continue to regulate effectively.
- 18 Apart from protecting against any adverse impacts associated with the transaction, the commitments also provide tangible, quantifiable benefits to Washington customers in the form of rate credits. Under Commitment 11, Cascade will provide \$672,000 in annual rate credits that cannot be offset for three years, and which thereafter may be offset in a general rate case only under certain conditions.
- 19 Having just initiated two new programs with Cascade – the energy efficiency program begun in the fall of 2005 and the energy assistance program established as an outcome

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<sup>7</sup> In addition to dividend restrictions, Applicants agree in Commitment 29 to provide notice to the Commission when Cascade's dividend payment increases by 10% or more relative to dividends for the previous quarter.

of the Company's most recent rate case – and being unfamiliar with the practices and policies of Montana-Dakota Utilities, the Energy Project stated its concerns about the future of the low-income assistance programs. Commitments 33, 34, and 35 address these concerns by ensuring that Cascade will continue to work cooperatively with the Energy Project and the relevant community-based organizations delivering these programs to provide bill assistance, and improve the delivery of energy efficiency measures to gas-heated low-income homes.

- 20 In summary, the commitments undertaken here by MDU Resources and Cascade address comprehensively the range of concerns expressed by the parties to this proceeding, and the Commission's concerns as indicated in previous cases involving transactions of this type. We are satisfied on the basis of our review of the record that the proposed transaction, conditioned by the terms of the Stipulation, is consistent with the public interest, thus meeting the applicable statutory and regulatory standards for authorization pursuant to chapter 80.12 RCW and WAC 480-143-170.

### **FINDINGS OF FACT**

- 21 Having discussed above in detail the evidence received in this proceeding concerning all material matters, and having stated findings and conclusions upon issues in dispute among the parties and the reasons therefore, the Commission now makes and enters the following summary of those facts, incorporating by reference pertinent portions of the preceding detailed findings:
- 22 (1) The Washington Utilities and Transportation Commission is an agency of the State of Washington, vested by statute with authority to regulate rates, rules, regulations, practices, and accounts of public service companies, including gas companies.
- 23 (2) Cascade is a "public service company" and a "gas company" as those terms are defined in RCW 80.04.010 and used in Title 80 RCW. Cascade is engaged in Washington State in the business of supplying utility services and commodities to the public for compensation.

- 24 (3) MDU Resources' acquisition of Cascade on the terms provided by their Revised Application, as conditioned by the terms of the Stipulation attached to and made a part of this Order by prior reference, including the 36 commitments set forth in Appendix A to the Stipulation, is consistent with the public interest.

### **CONCLUSIONS OF LAW**

25 Having discussed above all matters material to this decision, and having stated detailed findings, conclusions, and the reasons therefore, the Commission now makes the following summary conclusions of law, incorporating by reference pertinent portions of the preceding detailed conclusions:

- 26 (1) The Washington Utilities and Transportation Commission has jurisdiction over the subject matter of, and parties to, these proceedings.
- 27 (2) MDU Resources' proposed acquisition of Cascade on the terms provided by their Revised Application, as conditioned by the terms of the Stipulation attached to and made a part of this Order by prior reference, including the 36 commitments set forth in Appendix A to the Stipulation, meets the standards for approval as set forth in Chapter 80.12 RCW and WAC 480-143-170. The Commission should authorize the proposed transaction.

### **ORDER**

#### THE COMMISSION ORDERS:

- 28 (1) The parties' Stipulation, filed in this Docket on May 9, 2007, is approved and adopted in full resolution of the issues pending in this proceeding.
- 29 (2) MDU Resources' acquisition of Cascade on the terms provided by their Revised Application, as conditioned by the terms of the Stipulation attached to and made a part of this Order by prior reference, including the 36 commitments set forth in Appendix A to the Stipulation, is authorized.

- 30 (3) Cascade is authorized and required to make any compliance filing necessary to  
effectuate the terms of this Order.
- 31 (4) The Commission Secretary is authorized to accept by letter, with copies to all  
parties to this proceeding, a filing that complies with the requirements of this  
Order.
- 32 (5) The Commission retains jurisdiction to effectuate the terms of this Order.

Dated at Olympia, Washington, and effective June 27, 2007.

WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

MARK H. SIDRAN, Chairman

PATRICK J. OSHIE, Commissioner

PHILIP B. JONES, Commissioner

**NOTICE TO PARTIES: This is a Commission Final Order. In addition to judicial review, administrative relief may be available through a petition for reconsideration, filed within 10 days of the service of this order pursuant to RCW 34.05.470 and WAC 480-07-850, or a petition for rehearing pursuant to RCW 80.04.200 and WAC 480-07-870.**

# **STIPULATION**

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**BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Joint Application of

MDU RESOURCES GROUP, INC. and  
CASCADE NATURAL GAS  
CORPORATION

For an Order Authorizing Proposed Transaction

Docket No. UG-061721

**STIPULATION**

This Stipulation is entered into for the purpose of resolving all issues in this proceeding by and among the parties as set forth below.

**I. PARTIES**

1. The initial parties to this Stipulation (the "Stipulation") are MDU Resources Group, Inc. ("MDU Resources"), Cascade Natural Gas Corporation ("Cascade") (MDU Resources and Cascade are jointly referred to as "Applicants"), Staff of the Washington Utilities and Transportation Commission ("Staff"),<sup>1</sup> the Public Counsel Section of the Office

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<sup>1</sup> In formal proceedings such as this, Staff is an independent party. The three-member panel of Commissioners is not a party to this Stipulation. The Commissioners must review, consider, and decide whether this Stipulation should be adopted by the Commission.

STIPULATION- 1  
62016-0002/LEGAL13207194.1

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1 of the Attorney General ("Public Counsel"), Northwest Industrial Gas Users ("NWIGU"),  
2 the Energy Project, and Boise Cascade LLC (together "the Parties" and individually  
3 "Party"). This Stipulation will be made available to other parties to this docket, who may  
4 participate by signing and filing a copy of this Stipulation.  
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## 9 II. RECITALS

10 2. On November 13, 2006, Applicants filed a joint application for an order  
11 authorizing a proposed transaction (the "Transaction") whereby MDU Resources would  
12 acquire all of the outstanding common stock of Cascade and Cascade would thereafter  
13 become a wholly owned subsidiary of MDU Resources. Applicants filed a revised joint  
14 application on March 23, 2007, reflecting a structural change to the Transaction pursuant to  
15 which Cascade would become an indirect wholly owned subsidiary of MDU Resources (the  
16 "Application").  
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24 3. Administrative Law Judge Dennis J. Moss convened a prehearing conference  
25 on December 6, 2006, and granted interventions for NWIGU, Weyerhaeuser, Boise Cascade  
26 Corporation, Longview Fibre, and Cost Management Services, Inc. The Energy Project was  
27 granted late intervention on March 20, 2007 in Order 03. Public Counsel also made an  
28 appearance in this docket.  
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35 4. In accordance with the procedural schedule adopted at the prehearing  
36 conference (Order 01), a technical workshop was held in Olympia on February 20, 2007,  
37 followed by a settlement conference on March 5, 2007. An additional settlement conference  
38 was held in Olympia on April 5, and telephonic settlement conferences occurred on  
39 March 16, April 12, and April 20, 2007.  
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1           5.       Based on these discussions and related correspondence, the Parties have  
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3 reached agreement on proposed commitments that would provide a basis upon which the  
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5 Parties could recommend approval of the Transaction in Washington.  
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7           6.       The Parties wish to present their agreement for the Commission's  
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9 consideration. The Parties therefore adopt the following Stipulation, which is entered into  
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11 by the Parties voluntarily to resolve matters in dispute among them in the interests of  
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13 expediting the orderly disposition of this proceeding. The Stipulation is being filed with the  
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15 Commission as a "Multipart Settlement" pursuant to WAC 480-07-730(3).  
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### 17           **III.     THE POST-ACQUISITION ORGANIZATIONAL STRUCTURE**

18           7.       The steps by which the Transaction will be completed are described in the list  
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20 of commitments attached hereto as Appendix A. In addition, the corporate organizational  
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22 structure that MDU Resources anticipates after closing of the acquisition is set forth in the  
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24 Post-Acquisition Cascade Organizational Chart that is Attachment 1 to Appendix A. In  
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26 summary, following completion of the transaction, all of the common stock of Cascade will  
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28 be owned by the entity identified in Attachment 1 as "Equico," which will be a new  
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30 Delaware limited liability company. Equico will be a wholly-owned subsidiary of the entity  
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32 identified in Attachment 1 as "Debtco," which will also be a new Delaware limited liability  
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34 company which will be a wholly owned subsidiary of MDU Resources.  
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### 37           **IV.     TERMS OF THE STIPULATION**

38           8.       Appendix A contains the complete list of commitments that Applicants agree  
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40 to make in exchange for the support of the Parties in this proceeding (hereinafter referred to  
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42 as "Commitments"). By virtue of executing this Stipulation, the Applicants agree to perform  
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44 all of the Commitments set forth in Appendix A according to the provisions of each  
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46 Commitment as set forth therein.  
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STIPULATION- 3  
62016-0002/LEGAL13207194.1

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1           9.     In the process of obtaining approval of the Transaction in other states, the  
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3     Commitments may be expanded or modified as a result of regulatory decisions or  
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5     settlements. In developing this Stipulation, the Parties considered and agreed upon adoption  
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7     of various commitments from the stipulation entered into by Applicants in the approval  
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9     proceeding in Oregon. The Applicants agree that the Commission shall have an opportunity  
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11    and the authority to consider and adopt in Washington any commitments or conditions to  
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13    which the Applicants agree or with which the Applicants are required to comply in other  
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15    jurisdictions, even if such commitments and conditions are agreed to after the Commission  
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17    enters its order in this docket. To facilitate the Commission's consideration and adoption of  
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19    the commitments and conditions from other jurisdictions, the Parties urge the Commission  
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21    to issue an order accepting this Stipulation as soon as practical, but to reserve in such order  
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23    the explicit right to re-open Appendix A to add (without modification of the language  
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25    thereof except such non-substantive changes as are necessary to make the commitment or  
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27    condition applicable to Washington) commitments and conditions accepted or ordered in  
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29    another state jurisdiction. To provide input to the Commission to facilitate a prompt  
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31    decision regarding the desirability or lack of desirability for these out-of-state commitments  
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33    and conditions to be adopted in Washington, the Parties agree to and recommend the  
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35    following process:

- 36           •     Within five calendar days after a stipulation with new or amended  
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38                 commitments is filed by the Applicants with a commission in another state  
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40                 jurisdiction, Applicants will send a copy of the stipulation and commitments  
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42                 to the Parties.
- 43           •     Within five calendar days after a commission in another state jurisdiction  
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45                 issues an order that accepts a stipulation to which Applicants are a party or  
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STIPULATION- 4  
62016-0002/LEGAL13207194.1

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1 otherwise imposes new or modified commitments or conditions, that order,  
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3 together with all commitments and conditions of any type agreed to by  
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5 Applicants or ordered by the commission in such other state, will be filed  
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7 with the Commission and served on all Parties by the most expeditious means  
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9 practical.

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11 • Within ten calendar days after any such order from another state commission  
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13 is filed with this Commission, any Party wishing to do so shall file with the  
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15 Commission its response, including its position as to whether any of the  
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17 covenants, commitments, and conditions from the other jurisdiction (without  
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19 modification of the language thereof except such non-substantive changes as  
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21 are necessary to make the commitment or condition applicable to  
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23 Washington) should be adopted in Washington.
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25 • Within five calendar days after any such response filing, any Party may file a  
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27 reply with the Commission. The Parties agree to support in their filings (or  
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29 by representation of same by MDU Resources) the issuance by the  
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31 Commission of an order regarding the adoption of such commitments and  
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33 conditions as soon as practical thereafter.
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35 • If the last day of any calendar time period referenced above falls on a  
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37 Saturday, Sunday, or a holiday, the next business day will be considered as  
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39 the last day.

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41 10. MDU Resources and Cascade will promptly disclose to the Parties any  
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43 written commitments, conditions, or covenants made in another state jurisdiction (between  
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45 the date of the filing of the Stipulation and the receipt of the last state order in a transaction  
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1 docket) intended to encourage approval of the Transaction or avoidance of an objection  
2 thereto.  
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5 11. The Parties agree that with the commitments set forth in paragraphs 8  
6 through 10 above, including those in Appendix A, the Transaction meets the public interest  
7 standard under RCW 80.12.020 and WAC 480-143-170 for approval in Washington. The  
8 Parties therefore agree to support this Stipulation as a settlement of all issues in this  
9 proceeding and to recommend approval of the Transaction and the Application. The Parties  
10 encourage the Commission to enter a final Washington approval order by June 5, 2007. The  
11 Parties understand that this Stipulation is not binding on the Commission in ruling on the  
12 Application.  
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14  
15 12. The Parties agree that this Stipulation represents a compromise in the  
16 positions of the Parties. As such, conduct, statements, and documents disclosed in the  
17 negotiation of this Stipulation shall not be admissible as evidence in this or any other  
18 proceeding. By executing this Stipulation, no Party shall be deemed to have approved,  
19 admitted, or consented to the facts, principles, methods, or theories employed in arriving at  
20 the terms of this Stipulation, nor shall any Party be deemed to have agreed that any  
21 provision of this Stipulation is appropriate for resolving issues in any other proceeding,  
22 except those proceedings involving the enforcement or implementation of the terms of this  
23 Stipulation.  
24

25  
26 13. Applicants acknowledge that the Commission's approval of the Stipulation,  
27 the Commitments, or the Joint Application shall not bind the Commission in other  
28 proceedings with respect to the determination of prudence, just and reasonable character,  
29 rate or ratemaking treatment, or public interest of services, accounts, costs, investments, any  
30 particular construction project, expenditures, or actions referenced in these Commitments.  
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STIPULATION- 6  
62016-0002/LEGAL13207194.1

Perkins Coie LLP  
1120 N.W. Couch Street, Tenth Floor  
Portland, OR 97209-4128  
Phone: 503.727.2000  
Fax: 503.727.2222

1           14.    The Parties shall cooperate in submitting this Stipulation promptly to the  
2  
3 Commission for acceptance, and shall cooperate in developing a supporting narrative  
4  
5 statement as required by WAC 480-07-740(2). The Parties agree to support the Stipulation  
6  
7 throughout this proceeding, provide a panel of witnesses to sponsor such Stipulation as well  
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9 as legal representatives to support the Stipulation at a Commission hearing (if necessary),  
10  
11 and recommend that the Commission issue an order adopting the settlements contained  
12  
13 herein. In the event the Commission rejects this Stipulation or accepts this Stipulation upon  
14  
15 conditions not contained herein, the provisions of WAC 480-07-750(2) shall apply.

16  
17           15.    Subject to Paragraph 16 of this Stipulation, the effective date of this  
18  
19 Stipulation shall be the date entered below.

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21           16.    The obligations of the Applicants under this Stipulation are subject to the  
22  
23 Commission's approval of the Application in this docket on terms and conditions acceptable  
24  
25 to the Applicants, in their sole discretion, and the closing of the Transaction.

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27           This STIPULATION is entered into by each Party as of the date entered below.

28  
29           DATED: May 8, 2007.

30  
31           **MDU Resources Group, Inc.**

**Staff of the Washington Utilities and  
Transportation Commission**

32  
33  
34 By \_\_\_\_\_

By \_\_\_\_\_

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40           **Cascade Natural Gas Corporation**

**Northwest Industrial Gas Users**

41  
42 By \_\_\_\_\_

By \_\_\_\_\_

43           Jon T. Stoltz  
44           Sr. Vice President- Gas Supply &  
45           Regulatory

                  Paula E. Pyron  
                  Executive Director

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47  
STIPULATION- 7  
62016-0002/LEGAL13207194.1

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19           DATED: \_\_\_\_\_.  
20

21           **MDU Resources Group, Inc.**  
22

23           By \_\_\_\_\_  
24

25           Terry D. Hildestad  
26           President & Chief Executive  
27           Officer  
28

29           **Staff of the Washington Utilities and  
30           Transportation Commission**

31           By \_\_\_\_\_  
32

33           **Cascade Natural Gas Corporation**  
34

35           By \_\_\_\_\_  
36

37           **Northwest Industrial Gas Users**

38           By \_\_\_\_\_  
39

40           Paula E. Pyron  
41           Executive Director  
42

43           **Public Counsel**  
44

45           **The Energy Project**  
46

47           STIPULATION- 7  
62016-0002/LEGAL13207194.1

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22

23 By \_\_\_\_\_  
24

25 Staff of the Washington Utilities and  
26 Transportation Commission

27 By   
28 Gregory J. Trautman,  
29 Assistant Attorney General  
30

31 Cascade Natural Gas Corporation  
32

33 By \_\_\_\_\_  
34

35 Northwest Industrial Gas Users  
36

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38 Paula E. Pyron  
39 Executive Director  
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41 STIPULATION- 7  
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STIPULATION- 7  
62016-0002/LEGAL13207194 1

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**Public Counsel**

By *Judith Krebs*  
Judith Krebs  
Assistant Attorney General

**The Energy Project**

By \_\_\_\_\_  
Ronald L. Roseman  
Attorney at Law

**Boise Cascade LLC**

By \_\_\_\_\_

STIPULATION- 8  
62016-0002/LEGAL13207194.1

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**Public Counsel**

By \_\_\_\_\_  
Judith Krebs  
Assistant Attorney General

**The Energy Project**

By Ronald L. Roseman  
Ronald L. Roseman  
Attorney at Law

**Boise Cascade LLC**

By \_\_\_\_\_

**STIPULATION- 8**

62016-000271.EGIAL13207194 1

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By Judith Krebs  
Assistant Attorney General

By Ronald L. Roseman  
Attorney at Law

By Matthew W. Perkins  
Attorney at Law

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## **MDU Resources Acquisition of Cascade Natural Gas Corporation**

MDU Resources Group, Inc. ("MDU Resources") and Cascade Natural Gas Corporation ("Cascade") have filed a joint application with the Washington Utilities and Transportation Commission for an order authorizing a transaction whereby MDU Resources would acquire all of the outstanding common stock of Cascade and Cascade would thereafter become an indirect wholly-owned subsidiary of MDU Resources (the "Transaction"). The Transaction will be completed in substantially the following manner:

The Transaction would be effected pursuant to a reverse triangular merger whereby MDU Resources will acquire all of the outstanding common stock of Cascade for a purchase price of \$26.50 per common share or approximately \$305 million in cash through Merger Sub, a subsidiary of MDU Resources formed specifically to effectuate the acquisition. At the effective time of the merger, Merger Sub will cease to exist.

The corporate organizational structure that MDU Resources anticipates after closing of the acquisition is set forth in the attached Post Acquisition Cascade Organizational Chart ("Attachment 1"). Without regard to the possible use of short term bridge financing (which if used would be repaid at the time permanent financing is put into place), the following steps describe the sequence of events MDU Resources anticipates in establishing Cascade as ring fenced in the support of the Non-Consolidation Opinion addressed in commitment 30.

1. MDU Resources will either issue new common equity or utilize other available capital resources to fund approximately \$220 million for the purchase of the existing Cascade stock.
2. Debtco, as identified in Attachment 1 and the Stipulation, will obtain approximately \$85 million of additional funds through debt financing to complete the funding for the purchase of the Cascade stock. Approximately \$165 million of existing debt at Cascade will remain at Cascade and be unaffected by the merger.
3. Approximately \$305 million will be transferred to a paying agent who will pay Cascade's existing shareholders. MDU Resources will make capital contributions to Debtco. Debtco will make capital contributions to Equico, as identified in Attachment 1 and the Stipulation, such that, upon the completion of the Transaction, Equico will then own 100% of the stock of Cascade and Debtco will own 100% of the stock of Equico.
4. The stock of Equico will be the asset supporting Debtco's loan of approximately \$85 million. Equico is expected to be established as a bankruptcy-remote special purpose entity, and is not expected to have debt.
5. At least one director of Equico will be an Independent Director as described in commitment 7.

In summary, MDU Resources plans to cause all of the common stock of Cascade to be owned by Equico, a new Delaware limited liability company and wholly-owned subsidiary of Debtco, also a Delaware limited liability company whose stock will be owned by MDU. This structure and transactional flow results in the assets, liabilities and equity of Cascade remaining as presently recorded.

In support of the application, MDU Resources and Cascade make the following commitments:

1. Cascade will maintain its own accounting documentation, and financial data will be accessible in Cascade's Washington office. Cascade's financial books and records and state and federal utility regulatory filings and documents will continue to be maintained in Cascade's Washington office consistent with current practice and be available to the Commission, upon request.
2. Financial statements and other financial books and records for Cascade shall be maintained separate from the books and records of MDU Resources. The assets of Cascade and its subsidiaries will be accounted for separately from the assets of MDU Resources and its other subsidiaries, divisions and affiliates in accordance with the Commission's rules governing the System of Accounts. This condition shall not prevent the maintenance of books and records for Cascade, MDU Resources or their affiliates on or through a common computer accounting platform. This condition shall also not prevent, for non-Washington regulatory purposes, the consolidated treatment or reporting of financial statements, financial results, and other financial books and records of Cascade, MDU Resources or their subsidiaries and affiliates for financial reporting, tax or other purposes.
3. MDU Resources and Cascade will provide the Commission and Commission Staff access to all books of account, as well as all documents, data, and records of their affiliated interests, which pertain to transactions between Cascade and its affiliated interests or which are otherwise reasonably calculated to lead to discoverable information regarding Cascade. Upon request and subject to execution of a confidentiality agreement that incorporates the terms of the Commission's standard protective order, MDU and Cascade will provide copies of relevant documents subject to this commitment to Public Counsel and other consumer parties to this docket.
4. In accordance with Washington law or regulation, the Commission or its agents may audit the accounting records of MDU Resources and its subsidiaries or divisions that are the basis for charges to Cascade. MDU Resources agrees to cooperate fully with such Commission audits.
5. Any diversified holdings and investments (e.g., non-utility related business or foreign utilities) of MDU Resources will not be held by Cascade or a subsidiary of

Cascade. This condition will not prohibit MDU Resources or its affiliates other than Cascade from holding diversified businesses.

6. Cascade will operate as an indirect wholly owned subsidiary of MDU Resources. Cascade agrees to hold its customers harmless from any business and financial risk exposures of MDU Resources or its other affiliates including Centennial Energy Holdings, Inc. (Centennial). The business and financial risk exposure to Cascade shall be that of a stand-alone regulated utility. Cascade will not issue debt for the acquisition of Cascade's stock by MDU Resources. No credit facilities at Cascade will contain cross-default provisions with respect to credit facilities at MDU Resources or Centennial or their respective subsidiaries. No credit facility signed by Cascade will allow any creditor of MDU Resources, Centennial or their subsidiaries (other than Cascade and its subsidiaries) to have recourse against Cascade or its subsidiaries, in the event of bankruptcy of MDU Resources or Centennial or their subsidiaries (other than Cascade and its subsidiaries). No credit facilities at MDU Resources or Centennial or their subsidiaries (other than Cascade and its subsidiaries) will contain cross-default provisions with respect to credit facilities at Cascade. No credit facility signed by MDU Resources or Centennial or their respective subsidiaries will allow any creditor of Cascade or its subsidiaries to have recourse against MDU Resources or Centennial or their subsidiaries (other than Cascade and its subsidiaries).
7. At least one director of Equico will be an Independent Director who is not a member, stockholder, director (except as such Independent Director of Equico), officer, employee, partner, attorney, creditor, supplier, or customer, other than an individual consumer, of MDU Resources or its affiliates. The organizational documents for Equico will not permit Equico, without the unanimous consent of all its directors including the Independent Director, to merge, liquidate or sell substantially all of Equico's assets or to consent to the institution of bankruptcy proceedings or the inclusion of Equico in bankruptcy proceedings.
8. Cascade or MDU Resources will notify the Commission subsequent to MDU Resources' board approval and as soon as practicable following any public announcement of: (1) any acquisition of a regulated or unregulated business representing 5 percent or more of the capitalization of MDU Resources; or (2) the change in effective control or acquisition of any material part or all of Cascade by any other firm, whether by merger, combination, transfer of stock or assets; or (3) any acquisition of a business with a substantial business presence in Cascade's service area that has a value in excess of \$100 million or requires notification of the United States Securities and Exchange Commission.
9. MDU Resources and Cascade shall comply with all Commission statutes, rules, and ordering conditions concerning affiliated interests filings. This shall include the Inter-company Administrative Services Agreement (IASA). The IASA will include the corporate and affiliate cost allocation methodologies described in

condition 12. The IASA will be filed with the Commission as soon as practicable after the closing of the transaction by which Cascade becomes an indirect subsidiary of MDU Resources (the "Transaction"). Amendments to the IASA will also be filed with the Commission. MDU Resources and Cascade agree not to contest, for ratemaking purposes, the Commission's application of an asymmetrical pricing standard (reflecting the Commission's choice in setting rates between the more advantageous (1) of cost, including a reasonable return, or (2) of market pricing) for affiliate charges or costs if a readily identifiable market for the goods, services or assets exists, and if the transaction involves a cost of more than \$100,000. Filings by Cascade with the Commission regarding transactions with MDU Resources affiliates that involve a cost of more than \$100,000 will include an explanation and a rationale for the purchase method used if other than a competitive bid process.

10. Cascade commits for Washington regulatory purposes, that commencing with closing of the Transaction and through December 31, 2012, the allocated shared corporate costs, as well as its allocated and assigned utility division costs, will not exceed the costs the Cascade customers would otherwise have paid absent the acquisition, as adjusted for changes in the Consumer Price Index. Application of the Consumer Price Index is limited to the instant commitment. Compliance with this condition shall be determined as follows:
  - a. For purposes of this condition, Cascade's Washington-direct plus allocated A&G costs will be based on the A&G categories, assumptions, and values contained in Attachment 2 titled, "900 Accounts Stretch–Washington-allocated" using the proforma adjusted 2005 Accounts 901 through 935 labor and non-labor costs, as reflected in Cascade's general rate case Docket UG-060256, but excluding Account 904 (uncollectible accounts) costs and excluding the \$800,000 of low-income assistance that Cascade provides pursuant to the final order in Docket UG-060256 (the "2006 Benchmark"). The pro forma adjusted 2006 Benchmark will be set at \$21,642,845 as of December 31, 2006. The benchmark for each subsequent year shall equal the prior year's benchmark multiplied by the increase in the Consumer Price Index for All Urban Consumers: All Items: Index 1982-84=100 (Series CUUR0000SA) in the previous twelve months. Except as provided in Condition 11, Cascade commits that during the period of this condition, Cascade's A&G costs, excluding Account 904 costs and the low-income assistance that Cascade provides pursuant to the final order in Docket UG-060256, for rate making and regulatory reporting purposes shall be the lesser of its actual 900 Accounts costs, excluding Account 904 costs and the low-income assistance that Cascade provides pursuant to the final order in Docket UG-060256 and including Commission Basis adjustments as provided in WAC 480-90-257, or the benchmark for the applicable year. Cascade will not shift A&G costs to operational and maintenance accounts (FERC accounts 700-894), capital

accounts, deferred debit accounts, deferred credit accounts, or other regulatory accounts that are a basis for ratemaking.

- b. Cascade may request that the Commission include in the benchmark A&G costs that are incurred or increased as a direct consequence of a change in a statute or rule, or as a result of an order or directive of the Commission, effective after the date of this condition. The intent of this condition is to protect Cascade from unforeseen mandated circumstances that could increase A&G costs.
- 11. MDU Resources and Cascade further commit that beginning November 1, 2008 and continuing through December 31, 2012, Cascade will provide annual rate credits of \$672,000 to Washington customers distributed on an equal margin basis unless otherwise ordered by the Commission. The rate credits in this paragraph will not be off-settable for the first three years, and thereafter will be fully off-settable, on a prospective basis, by the amount that Cascade demonstrates to the Commission's satisfaction in any general rate case that the Washington-allocated A&G expenses included in Cascade's rates are lower than the benchmark set in condition 10 and have not been shifted to operational and maintenance accounts (FERC accounts 700-894), capital accounts, deferred debit accounts, deferred credit accounts, or other regulatory accounts that are a basis for ratemaking. The rate credits shall be provided as bill credits for each month that this condition is in effect, pro-rated based upon estimated volumes and subject to true-up on an annual basis in a manner to be approved by the Commission. Rate credits shall be excluded from Cascade's regulatory accounts and shall be paid for out of shareholder funds.
- 12. Any corporate cost allocation used for rate setting, and subsequent changes thereto, will be submitted to the Commission for review. Any proposed cost allocation methodology for the allocation of corporate and affiliate investments, expenses, and overheads, required by law or rule to be submitted to the Commission for review or approval, will comply with the following principles:
  - a. For services rendered to Cascade or each cost category subject to allocation to Cascade by MDU Resources or any of its affiliates, Cascade must be able to demonstrate that such service or cost category is necessary to Cascade for the performance of its regulated operations, is not duplicative of services already being performed within Cascade, and is reasonable and prudent.
  - b. Cost allocations to Cascade and its subsidiaries will be based on generally accepted accounting standards; that is, in general, direct costs will be charged to Cascade and its subsidiaries whenever possible and shared or indirect costs will be allocated based upon the primary cost-driving factors.

- c. MDU Resources and its divisions will have in place an allocation or reporting system adequate to support the allocation and assignment of costs of executives and other relevant personnel to Cascade.
  - d. An audit trail will be maintained such that all costs subject to allocation can be specifically identified, particularly with respect to their origin. In addition, the audit trail must be adequately supported. Failure to adequately support any allocated cost may result in denial of its recovery in rates.
  - e. Costs which would have been denied recovery in rates had they been incurred by Cascade regulated operations will likewise be denied recovery whether they are allocated directly or indirectly through MDU Resources. Cascade shall include in any rate case filing a determination confirming this provision or a proposed implementing ratemaking adjustment, if necessary.
13. Cascade's debt and preferred equity will be maintained separate from the financial securities of MDU Resources and its affiliates. Cascade will maintain its own corporate credit rating separate from that of MDU Resources and its affiliates.
14. Cascade will exclude all costs of the Transaction, including the acquisition premium (goodwill) and integration costs, from Cascade's utility accounts for ratemaking purposes (e.g., general rate cases, earnings reviews, PGA filings, etc.) Within 90 days following completion of the Transaction, Cascade will provide a preliminary accounting of transaction costs. Further, Cascade will provide the Commission with a final accounting of these costs within 60 days of the close of accounting for the Transaction. For purposes of this condition, "integration costs" include costs associated with determining how Cascade will operate effectively as an indirect subsidiary of MDU Resources after the Transaction closes. Integration costs include but are not limited to senior executive officers costs as a result of employment agreement change of control provisions. Integration costs will not include any costs that Cascade would have reasonably incurred absent the Transaction or costs incurred to combine Cascade's operating systems with those of MDU Resources for improved efficiencies or for other beneficial purposes. Transition costs are costs that are neither transaction nor integration costs and are incurred to improve efficiencies. For purposes of this condition, transition costs may include by example, but are not limited to, combined platform and joint software licensing for applications such as customer information and work management systems. If Cascade proposes any transition costs for rate case purposes, it must provide to the Commission's satisfaction a demonstration of the net benefit for customers. This condition is without effect as to any future determination of whether these costs



have been prudently incurred. Cascade commits that it will not seek to defer any transition costs.

15. MDU Resources and Cascade will provide the Commission and Commission Staff, upon request, with unrestricted access to all written information provided by and to credit rating agencies that pertains to Cascade. Upon request and subject to execution of a confidentiality agreement that incorporates the terms of the Commission's standard protective order, MDU Resources and Cascade will provide Public Counsel and other consumer parties to this docket with access to written information provided by and to credit rating agencies that pertains to Cascade.
16. MDU Resources and Cascade commit that neither Cascade nor its subsidiaries will, without the approval of the Commission, make loans to MDU Resources or its respective subsidiaries, or assume any obligation or liability as guarantor, endorser, surety or otherwise for MDU Resources or its respective subsidiaries; provided that this condition will not prevent Cascade, to the extent allowed by law, from making loans or transferring funds to a subsidiary of Cascade or assuming any obligation or liability on behalf of a subsidiary of Cascade. MDU Resources and Cascade will not pledge any of the assets of the business of Cascade as backing for any securities which MDU Resources or its respective subsidiaries, but excluding Cascade and its subsidiaries, may issue.
17. Cascade will not advocate for a higher cost of debt or equity capital as compared to what Cascade's cost of debt or equity capital would have been, absent MDU Resources' ownership.
18. Nothing in these acquisition conditions shall be interpreted as a waiver of Cascade's or MDU Resources' rights to request confidential treatment for information that is the subject of any conditions.
19. Nothing in these acquisition conditions shall be interpreted to limit the Commission's authority under its statutes and rules.
20. The parties urge the following process for administering and enforcing the commitments, unless another process is provided by statute, Commission regulations or an approved Cascade tariff. The Commission should give Cascade and MDU Resources written notification of any violation by either company of the commitments made in this application. If such failure is corrected within ten (10) business days for failure to file a report, or five (5) business days for other violations, the Commission should take no action. The Commission shall have the authority to determine if the corrective action has satisfied or corrected the violation. Cascade or MDU Resources may request, for cause, an extension of these time periods. If Cascade or MDU Resources fails to correct such violations within the specified time frames, as modified by any

Commission-approved extensions, the Commission may seek to compel compliance with the commitment and assess penalties for violation of a Commission order, against either Cascade or MDU Resources, as allowed under state laws and regulations. The Commission may seek penalties only against MDU Resources for violations by only MDU Resources and only against Cascade for violations by only Cascade, but may seek penalties against both MDU Resources and Cascade when both have violated a commitment or condition.

21. MDU Resources and Cascade commit to maintaining Cascade's provision of sales and distribution services to all classes of customers in a safe, reliable and prudent manner in conformity with its tariffs and obligations as a natural gas utility under state laws including but not limited to maintaining sufficient physical plant, gas supply and staffing levels to meet the needs of customers in its service territory in each state in which it operates.
22. To ensure service quality, Cascade commits to measuring and reporting certain information regarding customer service quality for calendar years 2008 and 2009. The reports shall include the following information, which will be provided to the Commission within 90 days following the end of the calendar year, provided to the parties to this docket, and made available for public inspection on Cascade's website. The calculations for reporting will be based on calendar year.
  - a. Cascade will separately report the number of customer complaints (i) received by Cascade and (ii) filed with the Commission.
  - b. Cascade will report the average time from a customer call to the arrival of field technicians in response to a gas emergency.
  - c. Cascade will report the number of missed customer appointments. A customer appointment is defined as a mutually agreed appointment time between a customer and Cascade for service to be provided either when the customer needs to be present or when the customer need not be present. A missed customer appointment occurs when Cascade fails to keep a customer appointment.
  - d. Cascade will separately report the percentage of customer disconnects due to non-payment for (i) residential customers (schedule 503) and (ii) commercial customers (schedule 504).
  - e. For calendar year 2007, Cascade will report the percentage of calls answered live within sixty (60) seconds by its customer call center. For calendar year 2008, Cascade will report the percentage of calls answered live within fifty (50) seconds by its customer call center. For calendar year 2009, Cascade will

report the percentage of calls answered live within forty (40) seconds by its customer call center.

Following December 31, 2009, Cascade will meet with Commission Staff, Public Counsel and other interested parties in a collaborative process to recommend to the Commission whether Cascade should continue to report this information, whether Cascade should report other information, and whether any further action is required to ensure Cascade's customer service quality.

23. Within twelve months of the closing of the Transaction and annually thereafter through December 31, 2012, Cascade will file a report with the Commission and Commission Staff regarding the implementation of the Conditions. The report will, at a minimum, provide a description of the performance of each of the Conditions that have quantifiable results. If any Condition is not being met, relative to the specific terms of the Condition, the report shall provide proposed corrective measures and target dates for completion of such measures. From the report filed with the Commission and Commission Staff, Cascade will make publicly available at the Commission, as well as provide to parties to this proceeding, non-confidential portions of the report. Upon request and subject to execution of a confidentiality agreement that incorporates the terms of the Commission's standard protective order, MDU and Cascade will provide confidential portions of the report to Public Counsel and other consumer parties to this docket.
24. The premium paid by MDU Resources for Cascade (Goodwill or Acquisition Premium) will be excluded from the utility accounts of Cascade. Further, MDU Resources and Cascade commit that they will not propose rate recovery of the Acquisition Premium in Washington rates or include the Acquisition Premium in Cascade's Washington results of operations unless this condition is modified by the Commission to allow for the recovery of the Acquisition Premium for reasons based on proposals by parties other than Cascade or MDU Resources.
25. Cascade and/or the MDU Resources Foundation will maintain at least Cascade's current level of charitable contributions in Oregon and Washington. Some of those contributions may be made directly by Cascade in support of local organizations. In addition, qualified tax-exempt 501(c)(3) entities will be eligible to apply for grants from MDU Resources Foundation.
26. MDU Resources and Cascade will provide the Commission and Commission Staff access to those portions of corporate minutes including Board of Directors' minutes, all committee and subcommittee minutes, along with any related reports and source documents that may lead to relevant information regarding Cascade's business and associated risk analysis. Upon request and subject to execution of a confidentiality agreement that incorporates the terms of the Commission's standard protective order, MDU and Cascade will provide copies

of relevant documents subject to this commitment that pertain to Cascade to Public Counsel and other consumer parties to this docket.

27. Cascade will not declare or make any dividend to MDU Resources or any other entity that owns or holds an equity interest in Cascade, unless, on the date of such dividend, either:
- a. at the time and as a result of such dividend, Cascade's Interest Coverage Ratio is equal to or greater than 3:1; or
  - b. at such time, Cascade's unsecured debt rating is at least investment grade (BBB- or its then equivalent with Standard & Poor's Ratings Group and Baa3 or its then equivalent with Moody's Investors Service, Inc).

"Interest Coverage Ratio" means, with respect to Cascade on any Measurement Date, the ratio of (i) the aggregate amount of EBITDA of Cascade for the four fiscal quarters for which financial information in respect thereof is available immediately prior to such Measurement Date to (ii) the aggregate Interest Expense during such four fiscal quarters.

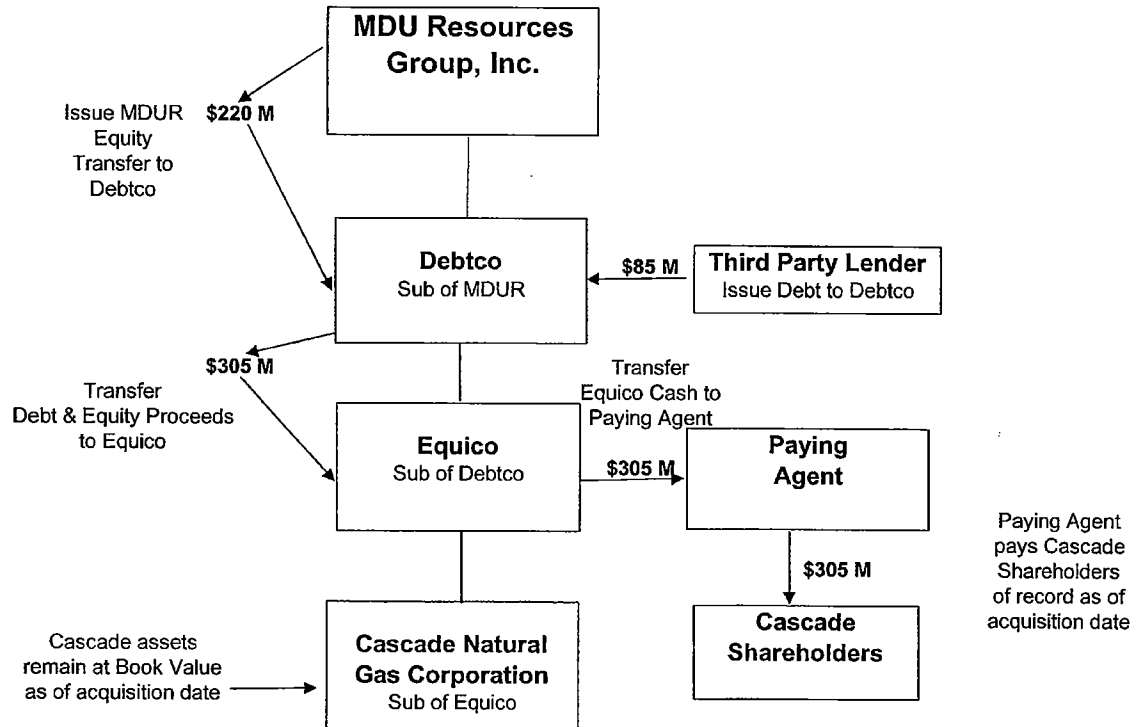
28. a. Cascade will not make any dividends that will reduce Cascade's common equity capital below 38% of Cascade's Total Adjusted Capital without Commission approval, subject to the exception stated herein. For the purposes of calculating a common equity capital for this commitment, Cascade's Total Adjusted Capital is defined as common equity, preferred equity, long-term debt, short-term debt and capitalized lease obligations. If Cascade's common equity capital is below 38%, but above 35% of Cascade's Total Adjusted Capital, Cascade may make a dividend upon notice to the Commission. Cascade may use this exception only once each calendar year. If Cascade uses this exception, it shall make a presentation to the Commission regarding the financial health of Cascade including Cascade's plans to increase the percentage of common equity capital. Cascade shall also provide written reports to the Commission regarding the financial health of Cascade and progress on Cascade's plans to increase the percentage of common equity capital for four quarters following Cascade's use of this exception, unless this requirement is waived by the Commission.
- b. Cascade will not make any dividends that will reduce Cascade's common equity capital below 35% of Cascade's Total Adjusted Consolidated Capital (using a purchased accounting approach) without Commission approval. Cascade's Total Adjusted Consolidated Capital is defined as the common equity, preferred equity, long-term debt, short-term debt and capitalized lease obligations of both Cascade and Cascade's intermediate holding companies viewed on a consolidated basis. The use of a consolidated basis of both

Cascade and Cascade's intermediate holding companies for the determination of Cascade's Total Adjusted Consolidated Capital is for the purposes of this commitment only.

29. Through December 31, 2016, Cascade will provide notice to the Commission, and to other parties to this Docket upon request, when the dividend payment increases by 10% or more than Cascade's paid dividends for the previous quarter.
30. Within three months of closing of the transaction, Cascade commits to obtain a non-consolidation opinion, subject to customary limitations and qualifications, concluding that if the ring-fencing around Cascade is maintained, a bankruptcy court, on its own or upon proper request of a party in interest, in a case under the United States Bankruptcy Code commenced against MDU Resources, would not order the substantive consolidation of the assets and liabilities of Cascade with those of MDU Resources. Cascade commits to promptly file such opinion with the Commission. If the ring-fencing provisions of this agreement are insufficient to obtain a non-consolidation opinion, MDU Resources and Cascade agree to promptly undertake the following actions:
  - a. Notify the Commission of this inability to obtain a non-consolidation opinion.
  - b. Propose and implement, upon consultation with Commission Staff and parties to this stipulation and Commission approval, such ring-fencing provisions that are sufficient to obtain such a non-consolidation opinion.
  - c. Obtain a non-consolidation opinion.
31. The Applicants agree that the Commission shall have an opportunity and the authority to consider and adopt in Washington any commitments or conditions to which the Applicants agree or with which the Applicants are required to comply in other jurisdictions, even if such commitments and conditions are agreed to after the Commission enters its order in this docket provided, however, that any financial commitments, or commitments having a financial impact, shall be proportionate to Cascade's corresponding business function in Washington in relation to its corresponding total company business function. To facilitate the Commission's consideration and adoption of the commitments and conditions from other jurisdictions, the Parties urge the Commission to issue an order accepting this Stipulation as soon as practical, but to reserve in such order the explicit right to re-open to add commitments and conditions accepted or ordered in another state jurisdiction.

32. Cascade commits that Cascade will continue its current gas procurement practices except to the extent Cascade notifies and justifies to the Commission in writing of any proposed change in gas procurement practices.
33. Cascade will continue to fund the Washington Energy Assistance Fund as per paragraph 14 of the Settlement Agreement approved by the Commission's Final Order 05 in Docket UG-060256 and will explore with the implementing agencies methods to improve the program effectiveness and funding level as is shown to be justified.
34. Cascade will pay the low income agencies for the installation of the approved energy efficiency measures in their low-income conservation program up to the full avoided cost provided that Cascade is authorized to defer the program costs associated with its low-income weatherization program to a sub-account of Account 186 and to amortize the costs through a temporary technical adjustment at the time of the Company's applicable Purchase Gas Adjustment filings. Any such measures shall be consistent with any Conservation and Low-Income Weatherization Plan approved by the Commission.
35. Cascade will meet annually with the community action agencies implementing the energy efficiency program to review program accomplishments, measure funding levels, and explore ways to improve program effectiveness. The meeting(s) will be held so that program adjustments can be filed with the utility's conservation program filing.
36. In the event that any regulatory body undertakes an audit or review of cost allocations and affiliated transactions involving Cascade and MDU Resources regulated operations, Cascade or MDU Resources will provide to the Commission and Commission Staff a copy of any report available to MDU Resources or Cascade resulting from such audit or review. Upon request and subject to execution of a confidentiality agreement that incorporates the terms of the Commission's standard protective order, MDU and Cascade will provide copies of relevant documents subject to this commitment to Public Counsel and other consumer parties to this docket.

# MDU Resources Group, Inc. Post-Acquisition Cascade Organizational Chart



Note: Merger Sub is only a temporary subsidiary created solely to effect the reverse triangular merger and as such is not reflected on the organizational chart,

**CASCADE NATURAL GAS**  
**900 ACCOUNTS STRETCH**  
**Washington - Allocated**

**WASHINGTON A&G EXPENSE BENCHMARK**  
**2006 CALENDAR YEAR**

	<u>Washington 1/</u>
Customer Accounting	\$ 3,874,200.00
Remove Acct. 904 from Customer Accounting	(775,414.00)
Customer Service	1,189,336.00
Sales	441,711.00
A&G	17,713,012.00
Total Proforma Results	<u>\$22,442,845</u>
Less Low-Income Assistance	<u>(800,000.00)</u>
Baseline @ 12-31-06	<u>\$21,642,845</u>

<u>Limit</u>	<u>Baseline</u>	<u>CPI</u>	<u>A&amp;G</u>
2007 CPI Est. =	\$21,642,845	3.50%	\$22,400,345
2008 CPI Est. =	\$22,400,345	3.50%	\$23,184,357

1/ From settlement in Docket No.UG-060256, general rate case, including proforma adjustments.



CERTIFICATE OF SERVICE

I hereby certify that I have this day served this **STIPULATION**, in Docket UG-061721, by causing a copy to be sent by electronic mail and U.S. mail to:

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Dated this 9th day of May, 2007.

**PERKINS COIE LLP**

By   
James M. Van Nostrand, WSBA #15897  
Lawrence H. Reichman, OSB #86083  
Attorneys for MDU Resources Group, Inc. and  
Cascade Natural Gas Corporation

CERTIFICATE OF SERVICE - 2

62016-0002/LEGAL13110754.1

**Exhibit A**  
**Page 41 of 41**

## CERTIFICATE OF SERVICE

I certify that I served, on June 28, 2007, the **Notice of Filing Order of Washington Utilities and Transportation Commission** by causing a copy to be sent by electronic and U.S. Mail to:

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(\*) Denotes by electronic mail only.

### PERKINS COIE

By 

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Lawrence Reichman, OSB No. 86083  
Attorneys for MDU Resources Group, Inc.