NEBRASKA TRANSPORTATION SERVICE AGREEMENT

CONFIDENTIAL

This Transportation Service Agreement ("Agreement") is made and entered into this 1st day of November 2010, by and between Black Hills/Nebraska Gas Utility Company LLC ("Company") and City of Crete ("Customer").

WHEREAS, Customer is actively seeking transportation service on Company's distribution system from the points of interconnection between Company's system and the transporting pipeline and Company is willing to provide such service to Customer according to this Agreement.

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Level of Service. Customer agrees to receive and pay for and Company agrees to provide to Customer interruptible natural gas transportation service from the outlet of the interstate pipeline interconnect with Company's distribution system to Customer's facility located in or near Crete, Nebraska, identified by Company as account number 4163777456. Interruptible transportation service provided by Company is based on Company's commercially reasonable business efforts to deliver gas received for the account of the Customer. In the event of Force Majeure (as defined in Section 14 of the General Terms and Conditions attached as Exhibit A), repair and maintenance, or system capacity limitations, it may be necessary to interrupt deliveries from time to time. Under this Agreement, Company is under no obligation to provide Customer either (a) natural gas supply or (b) gas transportation service on any portion of the interstate pipeline system. Customer is solely responsible for assuring that capacity is available on the interstate natural gas pipelines or facilities that are upstream of Company's distribution system including but not limited to the interstate pipeline and Company distribution system interconnect and metering station.

2. Receipt and Delivery Points. The point of receipt of Customer's gas supply by Company ("Receipt Point") will be at the outlet of the interstate pipeline interconnect with the Company's distribution system at or near Crete, Nebraska. The point of delivery for all gas transported under this Agreement ("Delivery Point") will be the interconnection between Company's system and Customer's facility.

3. Quantity and Term. For the period April 1 through October 31, Company agrees to transport on an interruptible basis Customer's gas supplies as confirmed by both the Customer's interstate pipeline and by the Company up to 2,640 MMBtu per day (110 MMBtu per hour) that are delivered into Company's system at the receipt point.

For the period November 1 through March 31, Customer will be required to follow the procedures outlined in Exhibit B to this Agreement. The primary term of this Agreement is three (3) years beginning on November 1, 2010 and will continue month to month thereafter unless otherwise canceled by either party upon sixty (60) days prior written notice.

Customer agrees that Company will be Customer's exclusive local distribution natural gas transporter during the term of this Agreement. This Agreement supersedes and cancels all prior Transportation Agreements and related amendments related to this service.

4. Rate. The rate for transportation service provided to Customer hereunder is $0.187MMBtu. Customer shall also pay a monthly customer charge of $50.00. These charges are in addition to any charges for (i) services provided under other agreements, and/or (ii) fuel and lost and unaccounted for, imbalance, scheduling, penalties, and/or other charges related to transportation under this Agreement. At Company's sole discretion, for circumstances including but not limited to significant customer load increases caused in whole or in part by Customer, Company determines that investment in Company's distribution system is required, may require a Customer capital contribution for such investment and/or a rate revision. Customer agrees that any upgrades that are required to the interstate pipeline facilities, upstream of Company's system, including but not limited to the interstate pipeline interconnect in order to serve existing or future load requirements are not the financial or operational responsibility of Company.

5. Taxes and Fees. When any franchise, occupation, business, sales, license, excise, privilege, or similar tax or fee of any kind is imposed on Company by the State of Nebraska or any political subdivision therein, the amount thereof shall be charged, as prescribed by the State of Nebraska or any political subdivision therein, to Customer. Such charges shall, in all cases, be in addition to the regular charges for service specified in Section 4 of the Agreement and shall appear as a separate line item(s) on Customer's statement. If Customer claims exemption from state sales tax, it is the responsibility of Customer to have a current Nebraska sales tax exemption certificate on file with Company.

6. General Terms and Conditions. This Agreement is subject to (i) the General Terms and Conditions attached hereto as Exhibit "A" and (ii) all valid laws, orders, rules, and regulations of any and all duly constituted authorities having jurisdiction over the subject matter herein.

7. Imbalance Penalties and Charges. Customer shall be subject to and responsible for all daily and/or monthly balancing and scheduling charges and any and all penalties including but not limited to those set forth in Exhibit A as they may be amended from time to time. In addition, Customer shall compensate Company for any and all costs, charges and/or penalties incurred by Company on Customer's behalf from the interstate pipeline transporter.

8. Confidentiality. The terms of this Agreement shall be kept confidential by Company and Customer except to the extent that this Agreement must be disclosed pursuant to applicable law, rule or regulation. If Company, in its sole discretion and through either direct or circumstantial evidence, determines that the confidentiality provision of this Agreement has been breached by Customer, then, in addition to any other remedy it may have, Company may immediately terminate this Agreement. Upon such termination, Company shall have no further obligation to Customer hereunder and Customer shall immediately pay to Company all amounts due Company hereunder.

9. Entire Agreement. This Agreement and any Exhibits attached hereto, constitute the entire agreement of the parties with respect to the subject matter hereof**.** Any change, modification, or alteration of this Agreement shall be in writing and signed by the parties, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

10. Assignment. This Agreement shall be binding on the parties, their designees, successors, agents and assigns.

Neither party may assign this Agreement to any other Person without the prior written consent of the other party; *provided, however,* that Company may assign this Agreement, without the consent of Customer to (a) any Affiliate of Company, (b) any entity in which or with which Company is merged or consolidated, (c) any entity acquiring all or a substantial part of the assets of Company or of the Company business unit to which this Agreement relates, or (d) any entity to which Company has assigned, transferred or pledged rights or interests under this Agreement for mortgage or otherwise as security for indebtedness. Upon the assignment of this Agreement to an assignee referred to in clause (a) or (c) above and the assumption in writing by such assignee of Company's obligations hereunder, Company shall be relieved of all further liability under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date shown first above.

Black Hills/Nebraska Gas Utility Company LLC	**"Customer"**
By: _____	By: _____
Title: _____	Title: _____

Exhibit A. General Terms and Conditions

1. Balancing. If Customer's actual receipts vary on a daily and/or monthly basis from volumes delivered on Customer's behalf to Company plus lost and unaccounted for gas, then an imbalance exists which is subject to the cash-out and/or balancing penalties set forth below.

2. Penalties. If Customer fails to perform any of its obligations or duties under this Agreement, Company will impose and Customer will pay Company the applicable pipeline tariffed penalties as they may change from time to time.

3. Transportation Gas Supply. If at any time Customer's third party supplied transportation gas supplies are not confirmed on a daily and/or monthly basis by the applicable interstate pipeline, Company may, at its sole discretion and on a best efforts basis, provide natural gas service to Customer at prevailing market prices. Customer will pay any and all other applicable charges and/or penalties including but not limited to pipeline overrun penalty charges and related charges for gas consumed in excess of the volumes of gas to which Customer is limited.

4. Return to System Supply Gas Service. If Customer requests, either before or after the termination of this Agreement, to return to system supply gas service, Company, in its sole discretion, may approve or decline the request provided:

a. Customer agrees to remain on system supply gas service for a minimum of one (1) year or, for firm service Customers for which Company has entered into additional contract obligations with its interstate pipeline and gas commodity suppliers to provide firm system gas supply service to Customer, for the term which the Company entered into with the pipeline and/or supplier.

b. Customer satisfies Company's credit requirements at the time the request is made.

5. Unauthorized Takes When Service is Interrupted or Curtailed. If Customer fails to curtail its use of gas hereunder when requested to do so by Company, in addition to any other charges or penalties required to be paid by Customer hereunder, Customer shall be billed at the transportation charge, plus the cost of gas Company secures for Customer, plus any and all other applicable charges and/or penalties, included but not limited to the pipeline overrun penalty charges for gas used in excess of the volumes of gas to which Customer is limited. Company may, in addition, disconnect Customer's supply of gas in the event Customer fails to curtail use thereof when requested by Company to do so.

6. Imbalance/Variance Resolution Procedure. The parties acknowledge and agree that nominated volumes and actual consumption must balance on a daily and/or monthly basis, as required by the interstate pipeline as those requirements may be changed from time to time. If there are any daily and/or monthly variances between the amount of gas Customer delivered to Company at the Receipt Point and the amount taken by Customer at the Delivery Point, the variances will be resolved in accordance with the applicable pipeline tariff as it may be amended from time to time. In the event the applicable interstate pipeline variance/imbalance resolution methodology and/or charges to its shippers are revised, modified or superseded so that the methodology and/or charges to said interstate pipeline shippers or any tolerance level is changed, then the methodology and/or cash-out will be revised by Company accordingly.

7. Nominations. Nominations by Customer shall be made as follows:
Customers are required to nominate daily. Customers requesting volumes to flow on the first day of any month must contact company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (http://www.gastrackonline.com), and inform them of the volumes to be transported by receipt point(s) and delivery point(s). First of the month nominations and daily nominations via the Internet are due by 11:30 a.m. Central Clock Time one day before the gas flows. Intra-day nomination for the 2nd through the 31st days of a month will be accepted until 5:00 p.m. Central Clock Time the day of gas flow. The Company shall have the right, in its sole discretion, to reject or change any nomination that it deems is being made in order to take unfair advantage of Company, including but not limited to, monthly cash out.

8. Notices. Except as herein otherwise provided, any notice (other than normal operating notices pertaining to measurement and similar routine matters) which either Company or Customer is required to or may desire to give to the other party, shall be in writing and shall be considered as duly delivered when deposited in the mail, postage prepaid, hand delivered, or sent by telegraph or written telecommunication to the following address:

If to Company:		For Nominations:	
	Black Hills/Nebraska Gas Utility Company LLC		Black Hills/Nebraska Gas Utility Company LLC
	Steve McLaughlin		Gas Supply Services
	501 W. 6th St.—Papillion, NE 68046		1815 Capitol Avenue
	Ph. 402-935-4889		Omaha, NE 68102
	FAX: 402-829-2620		Attn: Jan Meis
	e-mail: steve.mclaughlin@blackhillscorp.com		Phone: (402) 221-2662
			Fax: (402) 829-2673

If to Customer:

Mr. Tom Ourada
City of Crete
P.O. Box 86
Crete, NE 68333
Ph. 402-826-4312

9. Character of Service.

(a) **Delivery Pressure**: Delivery of gas by Customer to Company at the Receipt Point shall be at such pressures as may exist under operating conditions of connected pipelines. Delivery pressure delivered to Customer by Company shall be at such varying pressures as may exist under operating condition of pipeline and Company at Delivery Point.

(b) **Quality**: Natural gas delivered by Customer to Company and redelivered by Company to Customer shall meet the quality specifications as set forth in the tariffs of third party pipeline(s).

(c) **Measurement**: The measurement of gas delivered to Customer hereunder shall be calculated solely from the measurement recorded as delivered at the measuring facility located at the Delivery Point. Customer is required to have telemetry and SCADA equipment installed by Company. Customer will provide power, where applicable, and telephone service required for telemetry at Customer's expense, and Customer will reimburse Company for the telemetry equipment cost. Company will retain ownership of telemetry and SCADA equipment. Company will maintain telemetry and SCADA equipment and invoice all maintenance cost to Customer on a time and materials basis.

(d) **Meter Ownership, Location**: Company will in its sole discretion determine the need for and type of equipment required for measurement of volumes other than by connected pipelines. Reading, calibrating, and adjusting of additional metering equipment, and the changing of charts (if present), shall be done by the employees or agents of Company. At Company's request, Customer shall provide suitable locations on Customer's property, at no cost to Company, for placement of said measuring stations.

(e) **Meter Accuracy**: Company shall test its meters, if any, at reasonable intervals, not to exceed those specified by state regulation, if applicable, and shall at the time of the test adjust the meter to record accurately.

10. Billing and Payment.

(a) "Billing period," as used hereunder is the applicable assigned billing cycle.

(b) A late payment charge of 1½% per month, or the maximum lawful amount, whichever is less, of the unpaid balance, excluding money paid into an interest-bearing escrow account in the event of a billing dispute, shall be added to the unpaid balance after thirty (30) days from the date of the statement.

(c) Payments shall be made in U.S. dollars or by the electronic transfer of funds to a specified bank account.

11. Termination of Service.

(a) Statements for service become delinquent if not paid within twenty (20) days of the statement date. Once statements for service become delinquent, Company may take action to ensure recovery of the amount owed by Customer. This action may include any one or more of the following:

i. Terminating service upon twelve (12) business days' notice; or

ii. Billings to and collections from Customer on a more frequent than monthly schedule; or

iii. Requiring that Customer make payment of bills by cash, certified checks or money orders; or

iv. Requiring prepayment on a daily or weekly basis for volumes estimated by Company to be required for such forthcoming period; or

v. Any two or more of the foregoing.

(b) In the event Customer has become delinquent and any of the actions described in (a)(i) through (a)(v) above has been taken by Company, Customer shall be returned to normal billing status when twelve (12) consecutive months of bill payments are made by the due date, unless Company determines that the provisions of Section 12 below apply.

(c) Upon 12 business days notice, Company may disconnect service if Customer is in breach of the Agreement for service between Company and Customer.

(d) No one except an agent of Company or one otherwise lawfully entitled to do so shall be permitted to remove or tamper with Company's meter or connections, or with any of the property of Company on or about Customer's premises. If at any time, in Company's sole discretion, Company determines that a meter, piping, or equipment, or parts thereof, or other instruments used in furnishing service to Customer have been tampered with by anyone except an agent of Company or one otherwise lawfully entitled to do so, it shall be considered sufficient cause for immediate discontinuance of service by Company.

If Company bills Customer more than once a month; payment may be required within five (5) business days after date statement is received by Customer.

12. Credit Requirements. Customer will provide security, including but not limited financial references or other information deemed necessary by Company. Company may also require a letter of credit as security, provided that the Customer has submitted payments that were more that 10 days late for any three months in a calendar year or if Customer has submitted payment more that 30 days late at any time.

13. Liability of Parties. Company and Customer each assume full responsibility and liability for the maintenance and operation of their respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party. In no event will Company be liable to Customer for any damages, costs, or expenses caused by the Company's curtailment or interruption of the transportation service to Customer pursuant to this Contract.

14. Force Majeure. The term "force majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or pipelines, and any other cause, whether the kind herein enumerated or otherwise, not within control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome.

EXHIBIT B

Customer and Company agree to follow the following process:

Customer acknowledges and understands that there is no contractual obligation to provide natural gas deliveries to Customer during the period of November 1st through March 31st and that any service that may be permitted is subject to several conditions of service, including available capacity, weather conditions, Company's ability to provide firm service as required by the State Natural Gas Regulation Act as determined by Company.

Company will cooperate with Customer to explore whether it can provide service in an emergency situation, and will take commercially reasonable actions in determining whether it may provide safe and reliable natural gas to Customer without jeopardizing the system integrity and delivery obligations to its other firm customers.

The following process will be applied during the period of November 1st through March 31st if Customer desires natural gas to be delivered, on an interruptible basis, during that period of time each year:

1) Customer will not commence consuming natural gas without first receiving approval from Company Gas Load Control.

   Approval to consume natural gas will be granted by Company to Customer via telephone and electronic mail confirmation.

2) Customer Request to Run:

   Customer shall, contact the Company Gas Load Control Department via telephone and electronic mail between 30 and 60 minutes prior to its desired time to commence consuming natural gas. The following information shall be conveyed by the Customer to the Company:

   a. Estimated natural gas peak usage in units of MMBtu/hr
   b. Estimated duration of for consumption of natural gas
   c. Estimated total usage of natural gas in units MMBtu
   d. Proof of Pipeline Confirmed Delivery for each gas day in which the Customer wishes to consume natural gas.

3) Company Decision:

   Company shall respond to Customer's request to consume natural gas within 60 minutes of the Customer Request to Run and provide Customer with a decision to allow or disallow the consumption of natural gas. Company may modify the level or the time allowed time period of consumption requested by Customer. The decision of whether to permit Company to commence consuming natural gas consumption is solely at the discretion of the Company.

   Company shall respond to the Customer via telephone and electronic mail.

   The Company, in its sole discretion, reserves the right at any point during the Customers consumption of natural gas to notify and thereafter curtail the deliveries of natural gas to Customer. Upon notice of the curtailment, Customer must stop all consumption of natural gas within 30 minutes from receiving the curtailment notification from the company via telephone and electronic mail.

4) The process shall be considered complete if:
   a. The Customer ceases to consume natural gas (i.e. usage goes to 0 MMBtu/day).
   b. The Customers actual duration of consuming natural gas spans gas days in which the Customer has not provided proof of Pipeline Confirmed Delivery. Proof of Confirmed Delivery is achieved by confirmation from Customer's marketer that a nomination was placed on behalf of the Customer and confirmation that said nomination was accepted by the pipeline.
   c. The Company, at its sole discretion curtails the Customer. Curtailment may be called for a variety of reasons such as force majeur (as defined in Section 14 of Exhibit A), system capacity constraint and/or similar issues with the interstate pipeline.

5) When the process is completed the Customer may only resume consumption of natural gas if the procedures set forth in this Exhibit B are repeated.

   Customer shall not be permitted to repeat the process more frequently than once per hour.

6) Black Hills Load Control Room Phone Number and e-mail address:

Phone Number: 402-221-2030
e-mail address: gasloadcontrol@blackhillscorp.com