3D

Black Hills Energy

501 W. 6th Street
Papillion, NE 68046
P: 888.890.5554

January 10, 2011

Mr. Tom Ourada
City of Crete
P.O. Box 86
Crete, NE 68333

Re: Revised Nebraska Transportation Service Agreement
Revised SCADA Agreement

Dear Tom:

Thank you for meeting with us this past Wednesday to discuss the transportation agreement SCADA agreement for the City of Crete Power Plant. Please find enclosed two revised copies of each agreement with the changes we agreed on at our Wednesday meeting. They are:

Transportation Agreement

Changed the monthly customer charge to $57.

SCADA Agreement

1. Changed the installation cost to $6,820.
2. Added a monthly SCADA maintenance fee of $350/month for October through March and $150/month for April through September. The monthly maintenance fee will be added to the transportation service invoice and will start with the month following the completion of the SCADA equipment installation. The monthly maintenance fee will be invoiced for the remaining duration of the 3 year transportation agreement that begins on November 1, 2010.

Please sign all agreement copies and return them to me. I will then have all copies signed on our end and return fully executed copies of both agreements to you. If you have any questions, please call me at 402-935-4889.

Sincerely,

Steve McLaughlin
Key Accounts Representative

FSC Mixed Sources
Product group from well-managed forests, controlled sources and recycled wood or fibre
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SCADA AGREEMENT

This SCADA Agreement (Agreement) by and between CITY OF CRETE ("Customer") and BLACK HILLS/NEBRASKA GAS UTILITY COMPANY, LLC d/b/a Black Hills Energy ("Company") (individually a "Party" or collectively, the "Parties") is effective as of this 1st day of January, 2011.

WHEREAS, Company owns, maintains and operates three (3) gas measurement facilities (hereinafter referred to as "Gas Measurement Facilities") in Crete, Nebraska for the purpose measuring and billing the natural gas delivered to the Customer's generation plant; and

WHEREAS, Company and Customer agree to install SCADA equipment [Customer shall make AC power (110 volts) available to Company at no cost for the duration of this agreement] onto the generation plant Gas Measurement Facilities for the purpose of evaluation Company system operating conditions as a prerequisite to Customer running the generation plant on natural gas;

NOW, THEREFORE, the Parties agree as follows:

SCADA Installation Agreement. Company and Customer agree to install SCADA equipment [Customer shall make AC power (110 volts) available to Company at no cost for the duration of this agreement] onto the generation plant Gas Measurement Facilities for the purpose of evaluation Company's system operating conditions as a prerequisite to Customer running the generation plant on natural gas.

Installation Period and SCADA Ownership. Company will commence installation of the SCADA equipment as soon as possible after this agreement is fully executed. Company will own and operate the SCADA equipment installed at the facility, and may use the data obtained from the SCADA equipment as it deems appropriate and necessary in fulfillment of Company's service to Customer at this facility. Company will in its sole discretion determine the need for and type of SCADA equipment required for measurement of volumes. Reading, calibrating, and adjusting of additional SCADA 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 SCADA equipment.

SCADA Information. Customer acknowledges that the information provided by means of the SCADA equipment is for informational purposes only. Company is not responsible for transportation gas imbalances or variances as a result of the installation of this equipment

Cost and Payment. Customer shall pay to Company for the actual cost of the installation and configuration of the SCADA equipment. The cost for the SCADA installation will be $6,820. Payment from Customer shall be made no later than thirty (30) days after the invoice is received by Customer.

Monthly Maintenance Cost. Beginning with the month following the completed SCADA installation, Company will invoice a monthly SCADA maintenance fee as follows:

October through March: $350/month
April through September $150/month

The monthly maintenance fee will be added to the monthly transportation services invoice and will be invoiced for the duration of the of the 3 year transportation agreement starting November 1, 2010.

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.

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.

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.

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.

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.

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.

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

<u>If to Customer</u>:
Mr. Tom Ourada
City of Crete
P.O. Box 86
Crete, NE 68333
Ph. 402-826-4312

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.

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.

The Parties hereto have executed this Agreement to indicate their acceptance.

CITY OF CRETE

By: _____

Name: _____

Title: _____

Date: _____

BLACK HILLS/IOWA GAS UTILITY COMPANY, LLC d/b/a/ Black Hills Energy

By: _____

Name: _____

Title: _____

Date:_____