

**Williston Basin Interstate Pipeline Company
Bakken Expansion Project
Sale of Long Term Firm Capacity
Commencing May 19, 2010**

Binding Open Season

Williston Basin Interstate Pipeline Company announces a Binding Open Season for the sale of long term firm natural gas transportation capacity for delivery to Northern Border Pipeline in northwestern North Dakota.

Project Overview

Williston Basin Interstate Pipeline Company (Williston Basin) is proposing construction of certain facilities to expand pipeline capacity for delivery of natural gas to its existing Northern Border – Charbonneau delivery point in northwestern North Dakota. The targeted in-service date of this capacity increase is November 1, 2011, provided the necessary regulatory approvals are received and facilities can be constructed by that date.

Length of Open Season

The Open Season will commence on May 19, 2010 and conclude at 4:00 PM Central Time on June 2, 2010. The Open Season is available to any party. All related Precedent Agreements must be executed by 4:00 PM Central Time on June 16, 2010.

Capacity

Williston Basin is offering for sale new firm transportation capacity for delivery of natural gas from receipt points in Line Sections 6 and 7 on Williston Basin's mainline system to the existing delivery point, Northern Border – Charbonneau (point ID 01036). Williston Basin will consider requests for other receipt points on Williston Basin's integrated system, however physical constraints may limit Williston Basin's ability to accept certain receipt points requested. The proposed facilities will create up to 30,000 equivalent dkt per day of new firm transportation capacity. The targeted in-service date of this capacity increase is November 1, 2011, provided the necessary regulatory approvals are received and facilities can be constructed by that date.

Bids

Shippers have the option of requesting the Rate Schedule FT-1 recourse rate or a negotiated rate for the firm transportation capacity associated with this Open Season. Both the recourse rate and the negotiated rate options will be subject to all applicable surcharges and fuel charges as set forth in Williston Basin's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), as such may be in effect from time to time.

The contract term is negotiable, but it is projected that a minimum term of seven (7) years from the commencement of service may be necessary to support the capital expenditures required to expand the pipeline as described herein at the proposed rates.

Awarding Capacity

In order to respond to this open season, bidders must complete an Open Season Bid Sheet that includes receipt point, quantity requested, length of term and desired rate.

Capacity will be awarded to successful potential shippers based upon the highest net present value per unit of demand to the lowest net present value per unit of demand. A shipper requesting a negotiated rate which exceeds the recourse rate, shall be treated as if the negotiated rate is equal to the recourse rate for such service. Any shipper requesting the recourse rate has the same right to capacity as a shipper willing to pay a negotiated rate higher than such recourse rate. Where a negotiated rate is less than the recourse rate, the negotiated rate shall be evaluated based on such lower rate and shall be afforded a correspondingly lower priority than higher bids, including bids submitted at the recourse rate. Within the subset of negotiated rate bids, where one negotiated rate is less than another negotiated rate, the lower negotiated rate shall be evaluated based on such lower rate and shall be afforded a correspondingly lower priority than the higher negotiated rate. In the event a request specifies a term greater than twenty (20) years in length, the term portion of the net present value calculation will be limited to twenty (20) years.

In the case of insufficient capacity to satisfy identical successful requests, Williston Basin shall allocate available capacity pro rata based upon the total capacity requested by each successful potential shipper to the total capacity requested by all successful potential shippers. However, in no event shall Williston Basin be required to accept a bid which provides a rate below the recourse rate for acquiring such service.

Once capacity is awarded, Williston Basin will require successful shippers to execute a Precedent Agreement. Successful shippers will also be required to provide evidence of creditworthiness satisfactory to Williston Basin.

When executed by both parties, Precedent Agreements will set forth the terms and conditions under which the shipper and Williston Basin will execute a firm transportation service agreement. Such firm transportation service agreements will be subject to the terms and conditions as set forth in Williston Basin's Rate Schedule FT-1, as such may be in effect from time to time. All transported volumes for the entire term of the firm transportation service agreements will be subject to all applicable surcharges and any applicable fuel charges as set forth in Williston Basin's Tariff, as such may be in effect from time to time.

The Precedent Agreements, when fully executed by Williston Basin, will constitute a binding agreement. However, Williston Basin will in no way be obligated to execute the Precedent Agreements. If Williston Basin notifies the shipper in writing of its election not to execute the Precedent Agreements, then the shipper will be relieved of its obligation.

In the event the capacity is not fully subscribed by June 2, 2010, the capacity will be sold on a first-come, first-served basis.

All transportation services proposed as part of this Open Season are expressly subject to Williston Basin's receipt of all regulatory approvals required to effectuate the services hereunder in form and substance satisfactory to Williston Basin. Williston Basin reserves the right to reject any bid, revise the scope of the proposed project in any way, and, consistent with applicable regulations, to terminate this Open Season process at any time.

Interested parties must complete the attached Open Season Bid Sheet and e-mail it to mark.anderson@wbip.com, fax it to Williston Basin at (701) 530-1698 or mail it (to ensure receipt by Williston Basin prior to the end of the bid period) to Williston Basin Interstate Pipeline Company, Market Services Department, P.O. Box 5601, Bismarck, ND 58506-5601.

Solicitation of Permanent Capacity

Williston Basin requests that each shipper who currently has firm transportation capacity on the transmission pipeline system within Line Sections 6 and 7, with an expiration date beyond November 1, 2011, notify Williston Basin if they wish to permanently release their capacity in lieu of construction of additional capacity pursuant to this Open Season. Those shippers should furnish Williston Basin with the quantity of capacity to be released, by receipt point and the associated delivery point, and specifying the desired effective date of the permanent release and any other conditions that would be necessary to effectuate the release. Such notification must be received by Williston Basin by 4:00 PM, June 2, 2010. Any release shall be subject to the terms of Williston Basin's Tariff.

We urge you to respond promptly to this Open Season.

If you have any questions please contact Rob Johnson at (701) 530-1622 or Mark Anderson at (701) 530-1623.

Bakken Expansion Project Open Season

Bid Sheet

- Company Name: _____
- Contact Person: _____
- Mailing Address: _____
- Phone: _____ Fax: _____ E-Mail: _____

Primary Receipt and Delivery Point(s):

<u>Receipt Pt.</u>	<u>Delivery Pt.</u>	<u>MDDQ</u> <u>(Equivalent dkt/d)</u>
_____	Northern Border-Charbonneau	_____
_____	Northern Border-Charbonneau	_____

Total Maximum Daily Delivery Quantity (MDDQ) Requested: _____(equivalent dkt/day)

Length of Term: _____ (following the in-service date of the facilities)

Rates (choose one):

_____ Recourse Rate

_____ Negotiated Rate (as follows)

MDDQ Reservation Charge (rate per equivalent dkt per month): _____

Commodity Charge (rate per dkt): _____

Note: Both the recourse rate and the negotiated rate options will be subject to all applicable surcharges and fuel charges as set forth in Williston Basin's Tariff, as such may be in effect from time to time.

Signed By: _____

Name: _____

Title: _____ Date: _____