

MDU RESOURCES GROUP INC  
Form DEF 14A  
March 06, 2006

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 14A INFORMATION**

Proxy Statement Pursuant to Section 14(a) of  
the Securities Exchange Act of 1934 (Amendment No. )

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Pursuant to §240.14a-12

**MDU Resources Group, Inc.**

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(Name of Registrant as Specified In Its Charter)

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(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

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Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
  - (1) Title of each class of securities to which transaction applies:  

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(1) Amount Previously Paid:

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(2) Form, Schedule or Registration Statement No.:

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(3) Filing Party:

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(4) Date Filed:

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Your **VOTE** is important

# **MDU Resources Group, Inc. Proxy Statement**

2006 Notice  
and  
Proxy  
Statement

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1200 West Century Avenue

Mailing Address:  
P.O. Box 5650  
Bismarck, ND 58506-5650  
(701) 530-1000

*Martin A. White*  
*Chairman of the Board and*  
*Chief Executive Officer*

March 9, 2006

To Our Stockholders:

Please join us for the 2006 Annual Meeting of Stockholders. The meeting will be held on Tuesday, April 25, 2006, at 11:00 a.m., Central Daylight Savings Time, at 909 Airport Road, Bismarck, North Dakota.

The formal matters are described in the accompanying Notice of Annual Meeting of Stockholders and Proxy Statement. We also will have a brief report on current matters of interest. Lunch will be served following the meeting.

We were pleased with the stockholder response for the 2005 Annual Meeting at which 87.39 percent of the Common Stock was represented in person or by proxy. We hope for an even greater representation at the 2006 meeting.

You may vote your shares by telephone, by the Internet or by returning the enclosed letter proxy. Representation of your shares at the meeting is very important. We urge you to submit your proxy promptly by one of the three methods.

I hope you will find it possible to attend the meeting.

Sincerely,

Martin A. White

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**MDU RESOURCES GROUP, INC.**

1200 West Century Avenue

**Mailing Address:**

**P.O. Box 5650**

**Bismarck, ND 58506-5650**

**(701) 530-1000**

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**NOTICE OF ANNUAL MEETING OF STOCKHOLDERS  
TO BE HELD APRIL 25, 2006**

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March 9, 2006

NOTICE IS HEREBY GIVEN that the Annual Meeting of Stockholders of MDU Resources Group, Inc. will be held at 909 Airport Road, Bismarck, North Dakota, on Tuesday, April 25, 2006, at 11:00 a.m., Central Daylight Savings Time, for the following purposes:

- (1) To elect three Directors to three year terms;
- (2) To ratify the appointment of Deloitte & Touche LLP as the Company's independent auditors for 2006;
- (3) To approve the Long-Term Performance-Based Incentive Plan; and
- (4) To transact such other business as may properly come before the meeting or any adjournment or adjournments thereof.

The Board of Directors has fixed the close of business on February 27, 2006, as the record date for the determination of common stockholders who will be entitled to notice of, and to vote at, the meeting.

All stockholders who find it convenient to do so are cordially invited and urged to attend the meeting in person. Registered stockholders will receive a Request for Admission Ticket(s) with their proxy card that can be completed and returned to the Company postage free. Stockholders whose shares are held in the name of a bank or broker will not receive a Request for Admission Ticket(s). They should, instead, (1) call (701) 530-1000 to request an Admission Ticket(s), (2) come to the registration table at the Annual Meeting with a statement from their bank or broker showing proof of stock ownership as of February 27, 2006, and (3) present photo identification, such as a driver's license. We look forward to seeing you.

By order of the Board of Directors,

Paul K. Sandness  
Secretary

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## PROXY STATEMENT

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This Proxy Statement is being furnished beginning March 9, 2006, by the Board of Directors of MDU Resources Group, Inc. ("Company") to solicit proxies for use at the Annual Meeting of Stockholders. The meeting will be held on April 25, 2006.

Your proxy is solicited by the Board of Directors. The Company pays the cost of soliciting your proxy and reimburses brokers and others for forwarding proxy material to you. Georgeson & Company, Inc. additionally will solicit proxies for approximately \$7,500 plus out-of-pocket expenses.

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## VOTING INFORMATION

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**Who may vote?** You may vote if you owned shares of Common Stock at the close of business on February 27, 2006. Each share owned on that date may be voted on each matter presented at the meeting. As of February 27, 2006, the Company had 119,957,157 shares outstanding entitled to one vote per share.

**What am I voting on?** You are voting on:

The election of three Directors for three year terms each;

The ratification of Deloitte & Touche LLP as the Company's independent auditors for 2006;

Approval of the Long-Term Performance-Based Incentive Plan; and

Any other business properly brought before the meeting.

**What vote is required to pass an item of business?** A majority of the outstanding shares of Common Stock entitled to vote must be present in person or represented by proxy to hold the meeting.

A plurality of votes of the Common Stock entitled to vote and present in person or represented by proxy is required to elect a Director. "Withheld" votes are not counted in determining whether a plurality of votes was received by a Director nominee.

In an uncontested election of Directors, any nominee for Director who receives a greater number of votes "withheld" from his or her election than votes "for" his or her election shall promptly tender his or her resignation to the Chairman of the Board following certification of the stockholder vote. The Nominating and Governance Committee shall recommend to the Board of Directors whether to accept or reject the tendered resignation.

Ratification of the appointment of Deloitte & Touche LLP as the Company's independent auditors for 2006 requires a majority affirmative vote of the Common Stock present in person or represented by proxy at the meeting and entitled to vote on the proposal. Abstentions will count as votes against the proposal.

Under the rules of the New York Stock Exchange, the approval of the Long-Term Performance-Based Incentive Plan ("LTIP") requires a majority of the votes cast to be in favor of approval, provided that the total votes cast represent over 50 percent in interest of all securities entitled to vote on the proposal. In determining whether the number of votes cast represents over 50 percent in interest of all securities entitled to vote, abstentions will count as votes cast and broker non-votes will not count as votes cast. Broker non-votes occur if brokers are given no voting instructions from their customers with respect to the proposal, since the New York Stock Exchange rules prohibit discretionary voting on equity compensation plans.





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For purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended, approval of the LTIP requires a majority of the votes cast to be in favor of approval. Under Delaware law, approval requires a majority affirmative vote of the Common Stock present in person or represented by proxy at the meeting and entitled to vote on the proposal. Abstentions will count as votes against the proposal and broker non-votes will have no effect.

Unless otherwise specified when the proxy is submitted, the shares of Common Stock represented by the proxy will be voted "For" each proposal. If, with regard to the election of Directors, any nominee becomes unavailable for any reason, or if a vacancy should occur before the election (which events are not anticipated), the shares represented by the proxy will be voted for another person in the discretion of the persons named in the proxy.

**How do I vote?** There are three ways to vote by proxy:

by calling the toll free telephone number on the proxy;

by using the Internet; or

by returning the enclosed letter proxy in the envelope provided.

You *may* be able to vote by telephone or the Internet if your shares are held in the name of a bank or broker. Follow their instructions.

You may have to pay electronic access charges for Internet voting.

Counsel has advised the Company that the Internet and telephone voting procedures meet legal requirements.

**Can I revoke my proxy?** Yes. You can revoke your proxy by:

filing written revocation with the Secretary before the meeting;

filing a proxy bearing a later date with the Secretary before the meeting; or

revoking a proxy at the meeting and voting in person.

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## ELECTION OF DIRECTORS

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The Board of Directors expresses its sincere thanks for distinguished service on the Board of Directors to Martin A. White, Chairman of the Board and Chief Executive Officer and a Director since 1998, and to Robert L. Nance, a Director since 1993 and the Chairman of the Finance Committee. Messrs. White and Nance will be retiring as Directors following the regular August 2006 meeting of the Board of Directors. Both Directors will be resigning due to attaining the mandatory retirement age for Directors as provided under the Company's Bylaws. The Company's Bylaws provide that Mr. White as a "high ranking executive" is ineligible to serve as a Director beyond the first regular meeting of the Board after the date he reaches age 65. Mr. Nance as a non-employee Director is ineligible under the Company's Bylaws to continue to serve beyond the first regular meeting of the Board after the date he reaches age 70.

Three Directors will be elected at the Annual Meeting of Stockholders for a term of three years each until 2009, and until their respective successors are elected. All nominees are incumbent Directors and nominated for reelection, except Mr. Lewis who was elected by the Board of Directors in November 2005 and is a nominee for election for the first time. Your proxy holder will vote your shares for the Board's nominees unless you instruct otherwise. If a nominee is unable to serve as a Director, your proxy holder may vote for any substitute nominee proposed by the Board. Unless

specifically noted, no corporation or organization named below is a parent, subsidiary, or other affiliate of the Company. Information concerning the nominees, including their ages, years of service as Directors, and business experience as furnished to the Company by each nominee, is as follows:

**DIRECTOR NOMINEES FOR THREE YEAR TERM**

**Richard H. Lewis**  
Age 56

Director Since 2005  
Nominated for Term Expiring in 2009

Mr. Lewis has been the General Partner of Brakemaka LLLP, a private investment partnership for managing personal investments, and President of the Lewis Family Foundation since August 2004. He founded Prima Energy Corporation, a natural gas and oil exploration and production company, in 1980 and served as Chairman, President and Chief Executive Officer of the company until its sale in July 2004. Mr. Lewis serves as Chairman of the Board of Entre Pure Industries, Inc., a privately held company involved in the purified water and ice business. He is past President and a current Board member of the Colorado Oil and Gas Association and serves as a Director of Colorado State Bank and Trust. He currently serves on the Audit and Compensation Committees.

**Harry J. Pearce**  
Age 63

Director Since 1997  
Nominated for Term Expiring in 2009

Mr. Pearce was named Chairman of the Board of Nortel Networks Corporation, a telecommunications equipment manufacturer, on June 29, 2005. He retired on December 19, 2003, as Chairman of Hughes Electronics Corporation, a General Motors Corporation subsidiary and provider of digital television entertainment, broadband satellite network, and global video and data broadcasting. He had served as Chairman since June 1, 2001. Mr. Pearce formerly was Vice Chairman and a Director of General Motors Corporation, the world's largest vehicle manufacturer, from January 1, 1996 to May 31, 2001. He is a Director of Marriott International, Inc., a major hotel chain, and the U.S. Air Force Academy Association of Graduates, and is Chairman of The Marrow Foundation and the National Defense University Foundation, Inc. He is President of the Leukemia & Lymphoma Society Research Foundation, a Fellow of the American College of Trial Lawyers, and a member of the International Society of Barristers. He also serves on the Board of Trustees of Howard University and Northwestern University. He currently serves as Lead Director and on the Compensation and Nominating and Governance Committees.

**Sister Thomas Welder, O.S.B.**  
Age 65

Director Since 1988  
Nominated for Term Expiring in 2009

Sister Welder has been the President of the University of Mary, Bismarck, North Dakota, since 1978. She is a Director of St. Alexius Medical Center of Bismarck, the Bismarck-Mandan Development Association, and the Bismarck-Mandan Area Chamber of Commerce. She also is a member of the North Dakota Higher Education Roundtable, and the Theodore Roosevelt Medora Founder's Society, and is a past member of the Consultant-Evaluator Corps for the North Central Association of Colleges and Schools. She currently serves on the Audit and Nominating and Governance Committees.

**The Board recommends a vote "For" each nominee.**

A plurality of votes of the Common Stock entitled to vote and present in person or represented by proxy is required to elect a Director. "Withheld" votes are not counted in determining whether a plurality of votes was received by a Director nominee.

In an uncontested election, any nominee for Director who receives a greater number of votes "withheld" from his or her election than votes "for" his or her election shall promptly tender his or her resignation to the Chairman of the Board following certification of the stockholder vote. The Nominating and Governance Committee shall recommend to the Board of Directors whether to accept or reject the tendered resignation.

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**CONTINUING INCUMBENT DIRECTORS**

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Information concerning the continuing incumbent Directors, whose terms expire in 2007 or 2008, including their ages, years of service as Directors, and business experience as furnished to the Company by each Director, is as follows:

**DIRECTOR TERMS EXPIRING IN 2007**

**Dennis W. Johnson**  
Age 56

Director Since 2001  
Term Expires in 2007

Mr. Johnson is Chairman, Chief Executive Officer and President of TMI Corporation, and Chairman and Chief Executive Officer of TMI Systems Design Corporation, TMI Transport Corporation and TMI Storage Systems Corporation, all of Dickinson, North Dakota, manufacturers of casework and architectural woodwork. He has been employed at TMI since 1974 serving as President or Chief Executive Officer since 1982 and majority stockholder since 1985. Mr. Johnson serves as President of the Dickinson City Commission. He previously was a Director of the Federal Reserve Bank of Minneapolis. He currently serves on the Audit and Compensation Committees.

**John L. Olson**

Age 66

Director Since 1985

Term Expires in 2007

Mr. Olson has been President and Chief Executive Officer of Blue Rock Products Company and of Blue Rock Distributing Company, a beverage bottling company and a distributing company, respectively, in Sidney, Montana since 1965. He also is Chairman of Admiral Beverage Corporation, Worland, Wyoming, and Ogden, Utah; former Chairman and Director of the Foundation for Community Care, Sidney, Montana; Chairman and a member of the Executive Committee of the University of Montana Foundation; a Director of BlueCross BlueShield of Montana; and trustee for Blue Rock Products Company Profit Sharing Trust, Sidney, Montana. He currently serves on the Audit and Nominating and Governance Committees.

**Martin A. White**

Age 64

Director Since 1998

Term Expires in 2007

Mr. White is Chairman of the Board and Chief Executive Officer of the Company. He has served as Chairman of the Board since February 2001 and as Chief Executive Officer since April 1, 1998. Mr. White joined the Company in November 1991 as Vice President-Corporate Development and was named Senior Vice President-Corporate Development in November 1995. Effective April 1, 1998, Mr. White became President and Chief Executive Officer, serving as President until May 1, 2005. He also serves as Chairman, a Director and/or an officer of all principal subsidiaries, and as Chairman of the Managing Committees of Montana-Dakota Utilities Co. and Great Plains Natural Gas Co. He is a Director of First Interstate BancSystem, Inc., a bank operating in Montana and Wyoming, Chair of the University of Mary Board of Trustees, a member of the Missouri Slope Areawide United Way Board of Trustees and the North Dakota Lewis & Clark Bicentennial Foundation Board, Chairman of the North Dakota Economic Development Foundation, and a member of the executive council of The Conference Board.

**John K. Wilson**

Age 51

Director Since 2003

Term Expires in 2007

Mr. Wilson has been President of Durham Resources, LLC, a privately held financial management company, in Omaha, Nebraska since 1994. He also serves as President of the Durham Foundation and is a Director of Bridges Investment Fund, a mutual fund, the Greater Omaha Chamber of Commerce and the Durham Western Heritage Museum, all in Omaha. He additionally serves on the community relations board of US Bank NA Omaha and is a governor of the Joslyn Art Museum in Omaha. He previously was President of Great Plains Energy Corp., a public utility holding company and an affiliate of Durham Resources, LLC, from 1994 to July 1, 2000. He also was Vice President of Great Plains Natural Gas Co., an affiliate company of Durham Resources, LLC, until July 1, 2000. Great Plains Energy Corp. and Great Plains Natural Gas Co. were sold to the Company on July 1, 2000. He currently serves on the Audit and Nominating and Governance Committees.

**DIRECTOR TERMS EXPIRING IN 2008**

**Thomas Everist**

Age 56

Director Since 1995

Term Expires in 2008

Mr. Everist has served as President and Chairman of The Everist Company, Sioux Falls, South Dakota, an aggregate, concrete and asphalt production company, since April 15, 2002. He previously was President and Chairman of L.G. Everist, Inc., Sioux Falls, South Dakota, an aggregate production company, from 1987 to April 15, 2002. He is a Director of Showplace Wood Products, Sioux Falls, South Dakota, a custom cabinets manufacturer; and a Director of Raven Industries, Inc., Sioux Falls, South Dakota, a general manufacturer of electronics, sewn products, flow controls, and engineered films. He currently serves on the Compensation and Nominating and Governance Committees.

**Karen B. Fagg**

Age 52

Director Since 2005

Term Expires in 2008

Ms. Fagg has been President since April 1, 1995 and majority owner since June 2000 of HKM Engineering, Inc., Billings, Montana, an engineering and physical science services firm. She was employed with Mountain States Energy, Inc. (MSE, Inc.), Butte, Montana, an environmental technology research and development company, as Business Development Director and Vice President of Operations from June 1976 through December 1988. Ms. Fagg also served a four-year term as Director of the Montana Department of Natural Resources and Conservation, Helena, Montana, from January 1989 through December 1992. From January 1993 through March 1995, she served as Corporate Development Director for MSE, Inc. She serves on the Montana Board of Investments, the Board of the Montana State University Advanced Technology Park, and the Board of ZooMontana. Ms. Fagg is a member of the Board of Trustees for Carroll College and for St. Vincent's Healthcare. Ms. Fagg currently serves on the Compensation and Nominating and Governance Committees.

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**Patricia L. Moss**

Age 52

Director Since 2003

Term Expires in 2008

Ms. Moss has been President, Chief Executive Officer, and a Director of Cascade Bancorp, a financial holding company, and Bank of the Cascades, Bend, Oregon, since 1998. She also serves as a Director of North Pacific Products, Inc., a distributor of wood products, building materials and agricultural commodities, the Oregon Investment Fund Advisory Council, a state sponsored program to encourage the growth of small businesses within Oregon, and Central Oregon Independent Health Services, a ten-county health insurance company. She currently serves on the Audit and Compensation Committees.

**Robert L. Nance**

Age 69

Director Since 1993

Term Expires in 2008

Mr. Nance has been President, Chief Executive Officer, and a Director of Nance Petroleum Corporation, Billings, Montana, an oil and gas exploration and production company, since 1969. He also is a Director of First Interstate BancSystem, Inc., President, Chief Executive Officer, and a Director of Ronan, Inc., a family corporation, and Senior Vice President of St. Mary Land and Exploration Co. of Denver, Colorado. He serves as Chairman of the Land and Royalty Committee of the Independent Petroleum Association of America and is past Chairman of the Petroleum Technology Transfer Council. He currently serves on the Audit and Nominating and Governance Committees.

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## DIRECTORS' COMPENSATION

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Each non-employee Director receives \$20,000 (\$53,000 for the Lead Director) and 2,700 shares of Company Common Stock as an annual retainer for Board service.

The Audit Committee Chairman receives an additional \$8,000 annual retainer. The Nominating and Governance, Finance and Compensation Committee Chairmen each receive an additional \$4,000 annual retainer.

Each non-employee Director also receives \$1,500 for each Board meeting attended and each Committee member receives \$1,500 for each Committee meeting attended.

In addition to liability insurance, the Company maintains group life insurance in the amount of \$100,000 on each non-employee Director for the benefit of each Director's beneficiaries during the time each Director serves on the Board. The annual cost per Director is \$276.

Directors may defer all or any portion of the annual cash retainer, meeting fees and any other cash compensation paid for service as a Director. Deferred amounts are held as phantom stock and paid out in cash over a five year period after the Director leaves the Board.

Directors are reimbursed for all reasonable travel expenses including spousal expenses in connection with attendance at meetings of the Board and its committees. There were approximately 21 spousal trips in 2005.

The Company post-retirement income plan for Directors was terminated in May 2001 for current and future Directors. The net present value of each Director's benefit was calculated and converted into phantom stock. Payment is deferred pursuant to the Deferred Compensation Plan for Directors and will be made in cash over a five-year period after the Director's retirement from the Board.

The Board adopted stock ownership guidelines for Directors in November 2005. Each Director is expected to own Company Common Stock equal in value to five times the Director's annual cash retainer, provided that a Director, with good cause and with the knowledge of the Board, may donate or assign all of the Director's Company Common Stock to a charitable, religious, or non-profit organization in lieu of ownership. Shares acquired through purchases on the open market and participation in the Company's Director stock plans will be considered in ownership calculations as will ownership of Company Common Stock by a spouse. A Director is allowed five years commencing January 1 of the year following the year of that Director's initial election to the Board to meet the guideline requirements. The level of Common Stock ownership is monitored with an annual report made to the Compensation Committee of the Board at the February meeting.

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**ACCOUNTING AND AUDITING MATTERS**


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**Fees**

The following table summarizes the aggregate fees billed or expected to be billed to the Company by its independent auditors, Deloitte & Touche LLP, for professional services rendered for 2005 and 2004:

	2005	2004*
Audit Fees(a)	\$1,822,500	\$2,002,770
Audit Related Fees(b)	223,607	362,693
Tax Fees(c)	74,720	0
All Other Fees(d)	0	0
<b>Total Fees</b>	<b>\$2,120,827</b>	<b>\$2,365,463</b>
Ratio of Tax and All Other Fees to Audit and Audit Related Fees	3.65%	0%

All the 2005 fees for Audit and Audit Related Fees were pre-approved in accordance with the pre-approval policy adopted by the Audit Committee.

- (a) Audit fees for both 2005 and 2004 consisted of services rendered for the audit of the Company's annual financial statements; reviews of the Company's quarterly financial statements; comfort letters; statutory and regulatory audits; and consents and other services related to Securities and Exchange Commission matters.
- (b) Audit Related fees for 2005 and 2004 consisted of services rendered for the audit of the Company's employee benefit plans; due diligence associated with mergers and acquisitions; and consultation on accounting issues.
- (c) Tax fees for 2005 consisted of services related to tax credit filings. No Tax fees were incurred during 2004.
- (d) No All Other fees were incurred during 2005 or 2004.

\*

The 2004 amounts were adjusted from amounts shown in the 2005 proxy statement to reflect actual amounts.

**Pre-Approval Policy**

The services performed by Deloitte & Touche LLP in 2005 were pre-approved in accordance with the pre-approval policy and procedures adopted by the Audit Committee at its August 12, 2003 Audit Committee meeting. This policy is designed to achieve the continued independence of Deloitte & Touche LLP and to assist the Company's compliance with Sections 201 and 202 of the Sarbanes-Oxley Act of 2002 and related rules promulgated by the Securities and Exchange Commission.

The policy defines the permitted services in each of the Audit, Audit Related, Tax and All Other services categories as well as prohibited services. The pre-approval policy requires management to submit annually for approval to the Audit Committee a Service Plan describing the scope of work and anticipated cost associated with each category of service. At each regular Audit Committee meeting, management reports on services performed by Deloitte & Touche LLP and the fees paid or accrued through the end of the



quarter preceding the meeting. Additional services contemplated to be performed before the next scheduled Audit Committee meeting may be submitted to the Designated Member of the Audit Committee (Chairman Dennis W. Johnson) for approval. The Designated Member is required to update the Audit Committee at the next regularly scheduled meeting regarding any services approved during the interim period. At each regular Audit Committee meeting, management submits to the Audit Committee for approval a supplement to the Service Plan containing a request for any additional permitted services required of Deloitte & Touche LLP as determined necessary by management that were not already pre-approved by the Audit Committee, including services approved by the Designated Member.

In addition, prior to approving any request for Audit Related, Tax or All Other services of more than \$50,000, Deloitte & Touche will provide a statement setting forth the reasons why the rendering of the proposed services does not compromise Deloitte & Touche LLP's independence. This description and statement by Deloitte & Touche LLP may be incorporated into the Service Plan or as an exhibit thereto or may be delivered in a separate written statement.

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### **RATIFICATION OF INDEPENDENT AUDITORS**

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The Board of Directors amended the Company's Corporate Governance Guidelines at its February 2005 meeting to provide for annual stockholder ratification of the appointment of the Company's independent auditors by the Audit Committee.

The Audit Committee at its February 2006 meeting appointed Deloitte & Touche LLP as the Company's independent auditors for fiscal year 2006. The Board of Directors concurred with the Audit Committee's decision. Deloitte & Touche LLP has served as the Company's independent auditors since fiscal year 2002.

Although the stockholders' ratification vote will not affect the current year's appointment or retention, the Audit Committee will consider the stockholders' vote in determining its appointment of the Company's independent auditors for the next fiscal year. The Audit Committee, in appointing the Company's independent auditors, reserves the right, in its sole discretion, to change an appointment at any time during a fiscal year if it determines that such a change would be in the best interests of the Company and its stockholders.

A representative of Deloitte & Touche LLP will be present at the Annual Meeting of Stockholders and will be available to respond to appropriate questions. It is not anticipated that the representative will make a prepared statement at the meeting. However, he or she will be free to do so if he or she chooses.

### **The Board of Directors recommends a vote "For" the ratification of Deloitte & Touche LLP as the Company's independent auditors for 2006.**

Ratification of the appointment of Deloitte & Touche LLP as the Company's independent auditors for 2006 requires a majority affirmative vote of the Common Stock present in person or represented by proxy at the meeting and entitled to vote on the proposal. Abstentions will count as votes against the proposal.

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## AUDIT COMMITTEE REPORT

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The Audit Committee is governed by a written charter adopted in 1979 and amended and restated on February 17, 2005. The Audit Committee Charter is attached as Exhibit "C."

The Audit Committee assists the Board in fulfilling its oversight responsibilities to the stockholders, and serves as a communication link among the Board, management, the independent auditors, and the internal auditors. The Audit Committee (a) assists the Board's oversight of (i) the integrity of the Company's financial statements, (ii) the Company's compliance with legal and regulatory requirements, (iii) the independent auditors' qualifications and independence, and (iv) the performance of the Company's internal audit function and independent auditors; and (b) prepares the report that Securities and Exchange Commission rules require to be included in the Company's annual proxy statement.

In connection with the Company's financial statements for the year ended December 31, 2005, the Audit Committee has (1) reviewed and discussed the audited financial statements with management; (2) discussed with the independent auditors the matters required to be discussed by SAS 61 (Codification of Statements on Auditing Standards, AU §380); (3) received the written disclosures and the letter from the independent accountants required by Independence Standards Board Standard No. 1 (Independence Discussions with Audit Committees), and discussed with the independent accountant the independent accountant's independence.

Based on the review and discussions referred to in items (1) through (3) of the above paragraph, the Audit Committee recommended to the Board of Directors that the audited financial statements be included in the Company's Annual Report on Form 10-K for the last fiscal year for filing with the Securities and Exchange Commission.

**Dennis W. Johnson, Chairman**

**Richard H. Lewis**

**Patricia L. Moss**

**Robert L. Nance**

**John L. Olson**

**Sister Thomas Welder**

**John K. Wilson**

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## APPROVAL OF THE LONG-TERM PERFORMANCE-BASED INCENTIVE PLAN

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The Board recommends that stockholders approve the Long-Term Performance-Based Incentive Plan (the "LTIP").

The 1997 Executive Long-Term Incentive Plan (the "plan") was approved by the Board of Directors on February 7, 1997, and became effective upon approval by the Company's stockholders at the annual meeting on April 22, 1997. The plan provided that no awards may be made after the tenth anniversary of its effective date.

On February 16, 2006, the Board of Directors approved amendments to the plan (as amended, the "LTIP"), subject to stockholder approval, to (i) change the name of the plan to the Long-Term Performance-Based Incentive Plan, (ii) extend the term until such time as all shares subject to the LTIP have been issued according to the terms of the LTIP, (iii) add minimum vesting requirements for full value awards (i.e., awards other than stock options or stock appreciation rights) and (iv) make other non-material changes. No additional shares for the LTIP were authorized.

Stockholder approval of the LTIP also will constitute re-approval of the material terms of the performance goals under which compensation intended to constitute performance-based compensation for purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), may be paid. The material terms of the performance goals include (i) the employees eligible to receive awards under the LTIP, (ii) a description of the business criteria on which the performance goals are based and (iii) either the maximum amount of compensation that could be paid to any employee or the formula used to calculate the amount of compensation to be paid to the employee if the performance goals are attained.

### Description of LTIP

The following description of the material features of the LTIP is qualified in its entirety by reference to the text of the LTIP, a copy of which is attached as Exhibit "A" hereto.

### Purpose of the LTIP

The purpose of the LTIP is to promote the success and enhance the value of the Company by linking the personal interests of officers and key employees to those of the Company's stockholders and customers. The LTIP is further intended to assist the Company in its ability to motivate, attract and retain highly qualified individuals to serve as officers and key employees of the Company and its subsidiaries.

### Effective Date and Duration

The LTIP was amended by the Board of Directors on February 16, 2006 subject to approval by stockholders at the annual meeting. The LTIP will remain in effect, subject to the right of the Board of Directors to terminate the LTIP at any time, until all shares subject to the LTIP have been issued.

### Amendment and Termination

The Board may, at any time and from time to time, alter, amend, suspend or terminate the LTIP in whole or in part, provided that no amendment will be made without stockholder approval if the amendment would (i) increase the total number of shares that may be issued under the LTIP, (ii) materially modify the requirements for participation in the LTIP or (iii) materially increase the benefits accruing to participants under the LTIP. The Board also is authorized to amend the LTIP and stock options granted thereunder to maintain qualification as "incentive stock options" within the meaning of Section 422 of the Code, if applicable.

### Administration of the LTIP

The LTIP is administered by the Compensation Committee of the Board or by any other

committee appointed by the Board of Directors (the "Committee").

### Shares Subject to the LTIP

When it originally became effective in 1997, the plan authorized the issuance of up to 1,200,000 shares of MDU Resources Group, Inc. common stock. In 2001, the stockholders approved an amendment to increase the number of shares that could be issued under the plan by 4,000,000 shares. On February 17, 2005, the Board of Directors amended the plan to reduce the number of shares that could be issued by 2,000,000 shares. As of February 17, 2006, 4,297,961 shares remain available for issuance under the plan.

Shares underlying lapsed or forfeited restricted stock awards are not treated as having been issued under the LTIP. Shares withheld from a restricted stock award to satisfy tax withholding obligations are counted as shares issued under the LTIP. Shares that are potentially deliverable under an award that expires or is canceled, forfeited, settled in cash or otherwise settled without the delivery of shares are not treated as having been issued under the LTIP. Shares that are withheld to satisfy the exercise price of a stock option or tax withholding obligations related to a stock option, stock appreciation right or other award under which the shares withheld have not yet been issued are not treated as having been issued under the LTIP.

Shares issued under the LTIP may be authorized but unissued shares of common stock, treasury stock or shares purchased on the open market. The market value of a share of Company common stock as of January 31, 2006 was \$36.20.

In the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock split, reverse stock split, stock dividend, split-up, spin-off, share combination, share exchange, extraordinary dividend or any change in the corporate structure of the Company affecting shares, the Committee shall make appropriate adjustments to the number and kind of shares of common stock that may be issued under the LTIP, including the individual annual grant limits for Section 162(m), and the number, kind and/or price of shares of common stock subject to outstanding awards under the LTIP, as it deems appropriate and equitable to prevent dilution or enlargement of participants' rights. Unless otherwise determined by the Committee, the number of shares subject to any adjusted award will always be rounded down to a whole number.

### Eligibility and Participation

Employees eligible to participate in the LTIP include all officers and key employees of the Company and its subsidiaries, as determined by the Committee, including employees who are members of the Board of Directors, but excluding directors who are not employees. The approximate number of employees who are currently eligible to participate under the LTIP is 51.

### Grants under the LTIP

Grants under the LTIP may be made in the form of stock, stock options, stock appreciation rights ("SARs"), performance unit/performance share awards, dividend equivalents, restricted stock and "other awards" defined under Article 10 of the LTIP. The per share exercise price of stock options and the grant price of SARs awarded under the LTIP will not be less than the fair market value of the Company's common stock on the date of grant.

### Individual Annual Grant Limits

The total number of shares with respect to which options or SARs may be granted in any calendar year to any covered employee under Section 162(m) of the Code shall not exceed 1,500,000 shares; (ii) the total number of shares of restricted stock intended to qualify as performance-based compensation that may be granted in any calendar year to any covered employee shall not exceed 1,500,000 shares; (iii) the total number of performance shares or performance units that may be granted in any calendar year to any covered employee shall not exceed 1,500,000 performance shares or performance units, as the case may be; (iv) the total number of shares that are intended to qualify as performance-based compensation granted pursuant to Article 10 of the LTIP in any calendar year to any covered employee shall not exceed 1,500,000 shares; (v) the total cash award that is intended to qualify as performance-based compensation that may be

paid pursuant to Article 10 of the LTIP in any calendar year to any covered employee shall not exceed \$6,000,000; and (vi) the aggregate number of dividend equivalents that are intended to qualify as performance-based compensation that a covered employee may receive in any calendar year shall not exceed \$6,000,000.

A "covered employee" means a person specified in Section 162(m) of the Code generally the chief executive officer and the next four most highly-compensated officers.

### Types of Awards

Following is a general description of the types of awards that may be granted under the LTIP. Terms and conditions of awards will be determined on a grant-by-grant basis by the Committee, subject to limitations contained in the LTIP.

**Stock Options.** The Committee may grant incentive stock options ("ISOs"), nonqualified stock options ("NQSOs") or a combination thereof under the LTIP. The exercise price for each such award shall be not less than the average of the high and low sale prices of Company common stock on the date of grant. Options shall expire at such times and shall have such other terms and conditions as the Committee may determine at the time of grant, provided, however, that no ISO shall be exercisable later than the tenth anniversary of its grant. Dividend equivalents may also be granted.

The option exercise price is payable in cash, in shares of common stock of the Company having a fair market value equal to the exercise price, by share withholding, cashless exercise or any combination of the foregoing.

**Stock Appreciation Rights.** SARs granted under the LTIP may be in the form of freestanding SARs, tandem SARs or a combination thereof. The base value of a freestanding SAR shall be equal to the average of the high and low sale prices of a share of Company common stock on the date of grant. The base value of a tandem SAR shall be equal to the option exercise price of the related option.

Freestanding SARs may be exercised upon such terms and conditions as are imposed by the Committee and as set forth in the SAR award agreement. A tandem SAR may be exercised only with respect to the shares of Company common stock for which its related option is exercisable.

Upon exercise of a SAR, a participant will receive the product of the excess of the fair market value of a share of Company common stock on the date of exercise over the base value multiplied by the number of shares with respect to which the SAR is exercised, subject to satisfaction of applicable tax withholding. Payment due to the participant upon exercise may be made in cash, in shares of Company common stock having a fair market value equal to such cash amount, or in a combination of cash and shares, as determined by the Committee.

**Restricted Stock.** Restricted stock may be granted in such amounts and subject to such terms and conditions as determined by the Committee, including time-based or performance-based vesting restrictions. The Committee may establish performance goals, as described below, for restricted stock.

Participants holding restricted stock may exercise full voting rights with respect to those shares during the restricted period and, subject to the Committee's right to determine otherwise at the time of grant, will receive regular cash dividends. All other distributions paid with respect to the restricted stock shall be credited subject to the same restrictions on transferability and forfeitability as the shares of restricted stock with respect to which they were paid.

**Performance Units and Performance Shares.** Performance units and performance shares may be granted in the amounts and subject to such terms and conditions as determined by the Committee. The Committee shall set performance goals, which, depending on the extent to which they are met during the performance periods established by the Committee, will determine the number and/or value of performance units/shares that will be paid out to participants.

Participants shall receive payment of the value of performance units/shares earned after the end of the performance period. Payment of performance units/shares shall be made in cash and/or shares of common stock which have an aggregate fair market value equal to the value of

the earned performance units/shares at the end of the applicable performance period, in such combination as the Committee determines. Such shares may be granted subject to any restrictions deemed appropriate by the Committee.

*Other Awards.* The Committee may make other awards which may include, without limitation, the grant of shares of common stock based upon attainment of performance goals established by the Committee as described below, the payment of shares in lieu of cash, the payment of cash based on attainment of performance goals and the payment of shares in lieu of cash under other Company incentive or bonus programs.

### Minimum Vesting Requirements

Under the LTIP, the minimum vesting period for full value awards (i.e., awards other than options or SARs) that have no performance-based vesting characteristics is three years (vesting may occur ratably each month, quarter or anniversary of the grant date), and the minimum vesting period for full value awards with performance-based vesting characteristics is one year. The Committee does not have discretion to accelerate vesting of full value awards except in the event of a change in control of the Company or similar transaction, or the death, disability or termination of employment of a participant. The Committee may grant a "*de minimis*" number of full value awards that have a shorter vesting period. For this purpose, "*de minimis*" means 331,279 shares, which is five percent (5%) of the total number of shares reserved for issuance under the LTIP.

### Performance Goals

Performance goals, which are established by the Committee, will be based on one or more of the following measures: sales or revenues, earnings per share, shareholder return and/or value, funds from operations, operating income, gross income, net income, cash flow, return on equity, return on capital, earnings before interest, operating ratios, stock price, customer satisfaction, accomplishment of mergers, acquisitions, dispositions or similar extraordinary business transactions, profit returns and margins, financial return ratios and/or market performance. Performance goals may be measured solely on a corporate, subsidiary or business unit basis, or a combination thereof. Performance goals may reflect absolute entity performance or a relative comparison of entity performance to the performance of a peer group of entities or other external measure.

### Termination of Employment

Each award agreement shall set forth the participant's rights with respect to each award following termination of employment.

### Transferability

Except as otherwise determined by the Committee at the time of grant and subject to the provisions of the LTIP, awards may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution, and a participant's rights shall be exercisable only by the participant or the participant's legal representative during his or her lifetime.

### Change in Control

Upon a change in control, as defined below,

- (a) Any and all options and SARs granted under the LTIP will become immediately exercisable;
- (b) Any restriction periods and restrictions imposed on restricted stock or awards granted pursuant to Article 10 of the LTIP (if not performance-based) will be deemed to have expired, and such restricted stock or awards will become immediately vested in full; and
- (c) The target payout opportunity attainable under all outstanding awards of performance units, performance shares and other awards granted pursuant to Article 10 of the LTIP (if performance-based) will be deemed to have been fully earned for the entire performance period(s) as of the effective date of the change in control and will be paid out promptly in shares or cash pursuant to the terms of the award agreement, or in the absence of such designation, as the Committee shall determine.

A change in control of the Company means the earliest of the following events to occur: (i) the public announcement by the Company or by any person (which shall not include the Company, any subsidiary of the Company, or any employee benefit plan of the Company or of any subsidiary of the Company) ("Person") that such Person, who or which, together with all Affiliates and Associates (within the meanings ascribed to such terms in the Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended) of such Person, shall be the beneficial owner of twenty percent (20%) or more of the voting stock of the Company outstanding; (ii) the commencement of, or after the first public announcement of any Person to commence, a tender or exchange offer the consummation of which would result in any Person becoming the beneficial owner of voting stock aggregating thirty percent (30%) or more of the then outstanding voting stock of the Company; (iii) the announcement of any transaction relating to the Company required to be described pursuant to the requirements of Item 6(e) of Schedule 14A of Regulation 14A under the Securities Exchange Act of 1934; (iv) a proposed change in constituency of the Board such that, during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election or nomination for election by the stockholders of the Company of each new Director was approved by a vote of at least two-thirds ( $\frac{2}{3}$ ) of the Directors then still in office who were members of the Board at the beginning of the period; or (v) any other event which shall be deemed by a majority of the Committee to constitute a "change in control".

### Accounting Restatements

The LTIP provides that if the Company's audited financial statements are restated, the Committee may, in accordance with the Company's *Guidelines for Repayment of Incentives Due to Accounting Restatements*, take certain actions with respect to (a) outstanding awards or (b) vested, earned or exercised awards, if the terms of such awards are or would have been impacted by the restatement. Permissible actions include, without limitation, (i) securing repayment of awards, (ii) granting additional awards, (iii) rescinding vesting of outstanding awards, and/or (iv) causing the forfeiture of outstanding awards. The Committee may take different actions with respect to different awards and different participants, but is not obligated to take any action.

### Section 409A

To the extent applicable, it is intended that the LTIP and any awards made under the LTIP comply with the requirements of Section 409A of the Code. Any provision that would cause the LTIP or any award to fail to satisfy Section 409A will have no force or effect until amended to comply with Section 409A, which amendment may be retroactive to the extent permitted by Section 409A.

### Option Grant Information

It is not possible at this time to determine awards that will be made in the future pursuant to the LTIP. Options that have been granted in the past are set forth in the following table.

## Option Grants Under 1997 Executive Long-Term Incentive Plan

Name and Position	Number of Securities Underlying Options Granted	Exercise Price per Share (\$)	Expiration Date
Martin A. White Chairman of the Board & CEO	270,000	19.8267	2/15/11
Terry D. Hildestad President & Chief Operating Officer	49,680	19.8267	2/15/11
Warren L. Robinson Executive Vice President & Chief Financial Officer (retired)(1)	93,600	19.8267	2/15/11
John K. Castleberry CEO of WBI Holdings, Inc.(2)	94,500	19.8267	2/15/11
Bruce T. Imsdahl President & CEO of Montana-Dakota Utilities Co. and Great Plains Natural Gas Co.	50,625	19.8267	2/15/11
All current executive officers as a group	664,275	19.8267	2/15/11
All current directors who are not executive officers as a group	0	0	0
Each nominee for election as a director	0	0	0
Each associate of such persons	0	0	0
Each other person who received 5% of such options	0	0	0
All employees, including all current officers who are not executive officers, as a group	684,045	19.8267	2/15/11
	147,330	24.2933	2/15/11
	15,030	18.4167	2/15/11
	28,020	19.6333	2/15/11
	25,515	17.2933	2/15/11

- (1) Mr. Robinson resigned as Executive Vice President and Chief Financial Officer effective January 3, 2006 and retired effective February 17, 2006.
- (2) Mr. Castleberry was elected Executive Vice President-Administration of the Company effective March 4, 2006.

## Federal Income Tax Consequences

The following is a brief description of the principal federal income tax consequences relating to options awarded under the LTIP. This summary is based on the Company's understanding of present federal income tax law and regulations. The summary does not purport to be complete or applicable to every specific situation.

## Consequences to the Optionholder

**Grant.** There are no federal income tax consequences to the optionholder solely by reason of the grant of ISOs or NQSOs under the LTIP.

**Exercise.** The exercise of an ISO is not a taxable event for regular federal income tax purposes if certain requirements are satisfied, including the requirement that the optionholder generally must exercise the ISO no later than three months following the termination of the optionholder's employment with the Company. However, such exercise may give rise to alternative minimum tax liability (see "Alternative Minimum Tax" below).

Upon the exercise of a NQSO, the optionholder will generally recognize ordinary income in an amount equal to the excess of the fair market value of the shares of Company common stock at the time of exercise over the amount paid therefor by the optionholder as the exercise





price. The ordinary income, if any, recognized in connection with the exercise by an optionholder of a NQSO will be subject to both wage and employment tax withholding.

The optionholder's tax basis in the shares acquired pursuant to the exercise of an option will be the amount paid upon exercise plus, in the case of a NQSO, the amount of ordinary income, if any, recognized by the optionholder upon exercise thereof.

**Qualifying Disposition.** If an optionholder disposes of shares of Company common stock acquired upon exercise of an ISO in a taxable transaction, and such disposition occurs more than two years from the date on which the option was granted and more than one year after the date on which the shares were transferred to the optionholder pursuant to the exercise of the ISO, the optionholder will recognize long-term capital gain or loss equal to the difference between the amount realized upon such disposition and the optionholder's adjusted basis in such shares (generally the option exercise price).

**Disqualifying Disposition.** If the option-holder disposes of shares of Company common stock acquired upon the exercise of an ISO (other than in certain tax-free transactions) within two years from the date on which the ISO was granted or within one year after the transfer of shares to the optionholder pursuant to the exercise of the ISO, at the time of disposition the optionholder will generally recognize ordinary income equal to the lesser of (i) the excess of each such share's fair market value on the date of exercise over the exercise price paid by the optionholder or (ii) the optionholder's actual gain (i.e., the excess, if any, of the amount realized on the disposition over the exercise price paid by the optionholder). If the total amount realized in a taxable disposition (including return of capital and capital gain) exceeds the fair market value on the date of exercise of the shares of Company common stock purchased by the optionholder under the option, the optionholder will recognize a capital gain in the amount of such excess. If the optionholder incurs a loss on the disposition (i.e., if the total amount realized is less than the exercise price paid by the optionholder), the loss will be a capital loss.

**Other Disposition.** If an optionholder disposes of shares of Company common stock acquired upon exercise of a NQSO in a taxable transaction, the optionholder will recognize capital gain or loss in an amount equal to the difference between the optionholder's basis (as discussed above) in the shares sold and the total amount realized upon disposition. Any such capital gain or loss (and any capital gain or loss recognized on a disqualifying disposition of shares of Company common stock acquired upon exercise of ISOs as discussed above) will be short-term or long-term depending on whether the shares of Company common stock were held for more than one year from the date such shares were transferred to the optionholder.

**Alternative Minimum Tax.** Alternative minimum tax ("AMT") is payable if and to the extent the amount thereof exceeds the amount of the taxpayer's regular tax liability, and any AMT paid generally may be credited against future regular tax liability (but not future AMT liability). AMT applies to alternative minimum taxable income.

For AMT purposes, the spread upon exercise of an ISO (but not a NQSO) will be included in alternative minimum taxable income, and the taxpayer will receive a tax basis equal to the fair market value of the shares of Company common stock at such time for subsequent AMT purposes. However, if the optionholder disposes of the ISO shares in the year of exercise, the AMT income cannot exceed the gain recognized for regular tax purposes, provided that the disposition meets certain third-party requirements for limiting the gain on a disqualifying disposition. If there is a disqualifying disposition in a year other than the year of exercise, the income on the disqualifying disposition is not considered alternative minimum taxable income.

### Consequences to the Company

There are no federal income tax consequences to the Company by reason of the grant of ISOs or NQSOs or the exercise of an ISO (other than disqualifying dispositions).

At the time the optionholder recognizes ordinary income from the exercise of a NQSO, the Company will be entitled to a federal income tax deduction in the amount of the ordinary income

so recognized (as described above), provided that the Company satisfies its reporting obligations described below. To the extent the optionholder recognizes ordinary income by reason of a disqualifying disposition of the stock acquired upon exercise of an ISO, the Company will be entitled to a corresponding deduction in the year in which the disposition occurs.

The Company will be required to report to the Internal Revenue Service any ordinary income recognized by any optionholder by reason of the exercise of a NQSO or upon a disqualifying disposition of an ISO. The Company will be required to withhold income and employment taxes (and pay the employer's share of employment taxes) with respect to ordinary income recognized by the optionholder upon the exercise of a NQSO, but not upon a disqualifying disposition of an ISO.

### Other Tax Consequences

The foregoing discussion is not a complete description of the federal income tax aspects of options granted under the LTIP. In addition, administrative and judicial interpretations of the application of the federal income tax laws are subject to change. Furthermore, the foregoing discussion does not address state or local tax consequences.

### **The Board of Directors recommends a vote "For" this proposal.**

Under the rules of the New York Stock Exchange, approval of the Long-Term Performance-Based Incentive Plan requires a majority of the votes cast to be in favor of approval, provided that the total votes cast represent over 50 percent in interest of all securities entitled to vote on the proposal. In determining whether the number of votes cast represents over 50 percent in interest of all securities entitled to vote, abstentions will count as votes cast and broker non-votes will not count as votes cast. Broker non-votes occur if brokers are given no voting instructions from their customers with respect to the proposal, since the New York Stock Exchange rules prohibit discretionary voting on equity compensation plans.

For purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended, approval requires a majority of the votes cast to be in favor of approval. Under Delaware law, approval requires a majority affirmative vote of the Common Stock present in person or represented by proxy at the meeting and entitled to vote on the proposal. Abstentions will count as votes against the proposal and broker non-votes will have no effect.

**Equity Compensation Plan Information**

The following table includes information as of December 31, 2005 with respect to the Company's equity compensation plans:

**Equity Compensation Plan Information**

Plan Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity Compensation plans approved by stockholders(1)	1,615,809(2)\$	20.87	5,405,783(3)(4)
Equity Compensation plans not approved by stockholders(5)	674,775 \$	19.25	1,521,100(6)
<b>Total</b>	<b>2,290,584 \$</b>	<b>20.39</b>	<b>6,926,883</b>

(1) Consists of the 1992 Key Employee Stock Option Plan, the 1997 Non-Employee Director Long-Term Incentive Plan, the 1997 Executive Long-Term Incentive Plan and the Non-Employee Director Stock Compensation Plan.

(2) Includes 432,602 performance shares.

(3) In addition to being available for future issuance upon exercise of options, 238,500 shares under the 1997 Non-Employee Director Long-Term Incentive Plan may instead be issued in connection with stock appreciation rights, restricted stock, performance units, performance shares or other equity-based awards, and 4,343,295 shares under the 1997 Executive Long-Term Incentive Plan may instead be issued in connection with stock appreciation rights, restricted stock, performance units, performance shares or other equity-based awards.

(4) This amount also includes 372,538 shares available for issuance under the Non-Employee Director Stock Compensation Plan. Under this plan, in addition to a cash retainer, non-employee Directors are awarded 2,700 shares following the Company's annual meeting of stockholders. Additionally, a non-employee Director may acquire additional shares under the plan in lieu of receiving the cash portion of the Director's retainer or fees.

(5) Consists of the 1998 Option Award Program and the Group Genius Innovation Plan.

(6) In addition to being available for future issuance upon exercise of options, 147,700 shares under the Group Genius Innovation Plan may instead be issued in connection with stock appreciation rights, restricted stock, restricted stock units, performance units, performance stock or other equity-based awards.

The following equity compensation plans have not been approved by the Company's stockholders.

**The 1998 Option Award Program**

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The 1998 Option Award Program is a broad-based plan adopted by the Board of Directors, effective February 12, 1998. The plan permits the grant of nonqualified stock options to employees of the Company and its subsidiaries. The maximum number of shares that may be issued under the plan is 2,809,342. Shares granted may be authorized but unissued shares, treasury shares, or shares purchased on the open market. Option exercise prices are equal to the market value of the Company's shares on the date of the option grant. Optionees receive dividend equivalents on their options, with any credited dividends paid in cash to the optionee if the option vests, or forfeited if the option is forfeited.

Vested options

remain exercisable for one year following termination of employment due to death or disability and for three months following termination of employment for any other reason.

Unvested options are forfeited upon termination of employment. Subject to the terms and conditions of the plan, the plan's administrative committee determines the number of shares subject to options granted to each participant and the other terms and conditions pertaining to such options, including vesting provisions. All options become immediately exercisable in the event of a change in control of the Company.

In 1998, 225 options (adjusted for the three-for-two stock split in July 1998 and the three-for-two stock split in October 2003) were granted to each of approximately 2,200 employees. No officers received grants. These options vested on March 2, 2001. In 2001, 300 options (adjusted for the three-for-two stock split in October 2003) were granted to each of approximately 5,900 employees. No officers received grants. These options vested on February 13, 2004. As of December 31, 2005, options on 674,775 shares of Common Stock were outstanding under the plan. 1,373,400 shares remained available for future grant and options on 761,167 shares had been exercised.

### **The Group Genius Innovation Plan**

The Group Genius Innovation Plan was adopted by the Board of Directors, effective May 17, 2001, to encourage employees to share ideas for new business directions for the Company and to reward them when the idea becomes profitable. Employees of the Company and its subsidiaries who are selected by the plan's administrative committee are eligible to participate in the plan. Officers and Directors are not eligible to participate. The plan permits the granting of nonqualified stock options, stock appreciation rights, restricted stock, restricted stock units, performance units, performance stock and other awards. The maximum number of shares that may be issued under the plan is 149,600. Shares granted under the plan may be authorized but unissued shares, treasury shares or shares purchased on the open market. Restricted stockholders have voting rights and, unless determined otherwise by the plan's administrative committee, receive dividends paid on the restricted stock. Dividend equivalents payable in cash may be granted with respect to options and performance shares. The plan's administrative committee determines the number of shares or units subject to awards, and the other terms and conditions of the awards, including vesting provisions and the effect of employment termination. Upon a change in control of the Company, all options and stock appreciation rights become immediately vested and exercisable, all restricted stock becomes immediately vested, all restricted stock units become immediately vested and are paid out in cash, and target payout opportunities under all performance units, performance stock, and other awards are deemed to be fully earned, with awards denominated in stock paid out in shares and awards denominated in units paid out in cash. As of December 31, 2005, 1,900 shares of stock had been granted to 27 employees.

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**EXECUTIVE COMPENSATION**


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**SUMMARY COMPENSATION TABLE**


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(a) Name and principal position	(b) Year	Annual compensation			Long-term compensation			(i) All other compensation(7) (\$)
		(c) Salary (\$)	(d) Bonus(1) (\$)	(e) Other annual compensation(2) (\$)	Awards		Payouts	
					(f) Restricted stock awards (\$)(3)	(g) Securities underlying Options/SARs (#)	(h) LTIP payouts (\$)	
Martin A. White Chairman of the Board & CEO	2005	697,115	1,400,000				493,883(4)	20,324(7)
	2004	647,500	1,265,550				416,724(5)	26,334
	2003	596,308	1,200,000				772,732(6)	6,000
Terry D. Hildestad President & COO	2005	433,612	516,194	2,866			167,948(4)	11,505(7)
	2004	348,500	120,925				141,715(5)	13,680
	2003	319,077	252,960				37,013(6)	6,000
Warren L. Robinson Executive Vice President and CFO(8)	2005	398,038	637,500	2,633			167,948(4)	10,826(7)
	2004	348,500	350,000				141,715(5)	12,686
	2003	318,154	320,000				267,880(6)	6,000
John K. Castleberry CEO of WBI Holdings, Inc.(9)	2005	368,846	360,750				167,948(4)	10,288(7)
	2004	348,500	350,000				141,715(5)	11,657
	2003	319,077	320,000				356,567(6)	6,000
Bruce T. Imsdahl President & CEO of Montana-Dakota Utilities Co. and Great Plains Natural Gas Co.	2005	281,827	281,153	826			43,181(4)	9,067(7)
	2004	224,000	182,750				41,381(5)	6,150
	2003	193,992	139,739				62,939(6)	5,820

- (1) Granted pursuant to the annual executive incentive compensation plans.
- (2) Above-market interest on deferred compensation.
- (3) At December 31, 2005, the Named Officers held the following amounts of restricted stock: Mr. White 16,800 shares (\$551,880); Mr. Hildestad 5,925 shares (\$194,636); Mr. Robinson 5,235 shares (\$171,970); Mr. Castleberry 4,740 shares (\$155,709); and Mr. Imsdahl 3,060 shares (\$100,521).
- (4) Represents the value of performance shares earned under the 1997 Executive Long-Term Incentive Plan for the 2003-2005 performance period, which were paid in stock, and dividend equivalents, which were paid in cash.

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- (5) Represents the value of performance shares earned under the 1997 Executive Long-Term Incentive Plan for the 2002-2004 performance period, which were paid in stock, and dividend equivalents, which were paid in cash.
- (6) Dividend equivalents paid with respect to options granted pursuant to the 1992 KESOP or the 1997 Executive Long-Term Incentive Plan for the 2001-2003 performance cycle.
- (7) Comprised of Company contributions to the Company 401(k) Retirement Plan of \$6,300 for each Named Officer and non-preferential dividends on restricted stock, as follows: Mr. White \$14,024; Mr. Hildestad \$5,205; Mr. Robinson \$4,526; Mr. Castleberry \$3,988; and Mr. Imsdahl \$2,767.
- (8) Mr. Robinson resigned as Executive Vice President and Chief Financial Officer effective January 3, 2006 and retired effective February 17, 2006.
- (9) Mr. Castleberry was elected Executive Vice President Administration effective March 4, 2006.



**AGGREGATED OPTION/SAR EXERCISES IN LAST FISCAL YEAR  
AND FISCAL YEAR-END OPTION/SAR VALUES**

(a)	(b) Shares acquired on exercise (#)(2)	(c) Value realized (\$)	(d) Number of securities underlying unexercised options at fiscal year-end(1) (#)		(e) Value of unexercised, in-the-money options at fiscal year-end (\$)	
Name			Exercisable	Unexercisable	Exercisable	Unexercisable
Martin A. White	0	0	0	0	0	0
Terry D. Hildestad	3,683	27,293	0	45,997	0	599,033
Warren L. Robinson	0	0	0	0	0	0
John K. Castleberry	0	0	0	0	0	0
Bruce T. Imsdahl	0	0	0	17,264	0	224,834

(1) Vesting is accelerated upon a change in control.

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**LONG-TERM INCENTIVE PLANS AWARDS IN LAST FISCAL YEAR**


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(a)	(b)	(c)	Estimated future payouts under non-stock price-based plans		
			(d)	(e)	(f)
Name	Number of shares, units or other rights (#)(1)	Performance or other period until maturation or payout	Threshold (\$ or #)	Target (\$ or #)	Maximum (\$ or #)
Martin A. White	35,643	2005-2007	3,564 shares \$8,055 Dividend Equivalents	35,643 shares \$80,553 Dividend Equivalents	71,286 shares \$161,106 Dividend Equivalents
Terry D. Hildestad	12,748	2005-2007	1,275 shares \$2,882 Dividend Equivalents	12,748 shares \$28,810 Dividend Equivalents	25,496 shares \$57,621 Dividend Equivalents
Warren L. Robinson	12,748(2)	2005-2007	1,275 shares \$2,882 Dividend Equivalents	12,748 shares \$28,810 Dividend Equivalents	25,496 shares \$57,621 Dividend Equivalents
John K. Castleberry	12,748	2005-2007	1,275 shares \$2,882 Dividend Equivalents	12,748 shares \$28,810 Dividend Equivalents	25,496 shares \$57,621 Dividend Equivalents
Bruce T. Imsdahl	8,183	2005-2007	818 shares \$1,849 Dividend Equivalents	8,183 shares \$18,494 Dividend Equivalents	16,366 shares \$36,987 Dividend Equivalents

(1) Performance shares were granted in 2005 under the 1997 Executive Long-Term Incentive Plan and represent the opportunity to receive Company Common Stock at the end of the performance period based upon the Company's total shareholder return relative to a peer group of companies. The performance shares shown in column (b) are at the target level. The payout ranges from 0% for a rank less than 40<sup>th</sup> percentile, to 10% at the 40<sup>th</sup> percentile, 100% at the 50<sup>th</sup> percentile and 200% at the 100<sup>th</sup> percentile. Dividend equivalents also were granted and will be paid out in cash in an amount equal to the total dividends declared during the performance period on any shares that are actually earned by the participant. Performance shares and dividend equivalents that are not earned are forfeited. Vesting is accelerated upon a change in control.

(2) Mr. Robinson resigned as Executive Vice President and Chief Financial Officer effective January 3, 2006 and retired effective February 17, 2006.

**PENSION PLAN TABLE(1)**

Remuneration(2)	Years of Service				
	15	20	25	30	35
\$125,000	\$ 25,535	\$ 34,046	\$ 42,558	\$ 51,069	\$ 59,581
150,000	30,972	41,296	51,620	61,944	72,268
175,000	36,410	48,546	60,683	72,819	84,956
200,000	41,847	55,796	69,745	83,694	97,643
225,000 and Higher	44,022	58,696	73,370	88,044	102,718

(1) The amounts in the Pension Plan Table do not reflect any early retirement reductions.

(2) For 2005, \$210,000 is the maximum amount of compensation that can be recognized for purposes of determining benefits under the pension plans.

The Table covers the amounts payable under the Company's qualified pension plans.

Pension benefits are determined by the step-rate formula that places emphasis on the highest consecutive 60 months of earnings within the final 10 years of service. Certain reductions are made for employees electing early retirement.

Benefits for single participants under the pension plans are paid as straight life amounts and benefits for married participants are paid as actuarially reduced pensions with a survivorship benefit for spouses, unless participants choose otherwise. Participants who terminate employment before age 55 may elect to receive their benefits in a lump sum.

The pension plans also permit pre-retirement survivorship benefits upon satisfaction of certain conditions.

The Internal Revenue Code places maximum limitations on benefit amounts that may be paid under the pension plans and on the amount of compensation that may be recognized when determining benefits. In 2005, the maximum annual benefits payable under the pension plans is \$170,000 and the maximum amount of compensation that can be recognized when determining benefits is \$210,000.

The pension plans cover salary shown in column (c) of the Summary Compensation Table and exclude bonuses and other forms of compensation.

As of December 31, 2005, the Named Officers were credited with the following years of service under the pension plans:

Name	Pension Service Years
Martin A. White	14
Terry D. Hildestad	32
Warren L. Robinson	17
John K. Castleberry	23
Bruce T. Imsdahl	35

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The maximum years of service for benefits under the pension plans is 35. Benefit amounts under the pension plans are not subject to deduction for Social Security or offset amounts.

The Company also maintains a nonqualified retirement plan that provides supplemental retirement benefits (the "SISP"). As of December 31, 2005, 86 senior management personnel, including the Named Officers, participated in the SISP. Retirement benefits under the SISP consist of a monthly benefit commencing on the later of the participant's attainment of age 65, termination of employment or the date elected by the participant (the "Regular SISP Benefit"), and an excess retirement benefit payable up to age 65 if the participant is receiving retirement benefits under one of the Company's qualified pension plans and those benefits are reduced due to limitations under the Internal Revenue Code (the "Excess SISP Benefit").

The Regular SISP Benefits are determined pursuant to a schedule of benefits based on a participant's participation level. Participation levels are determined by the Company's chief executive officer. Based on participation levels as of December 31, 2005, Messrs. White, Hildestad, Robinson, Castleberry and Imsdahl would be entitled to the following annual Regular SISP Benefits: \$512,520, \$193,320, \$193,320, \$193,320, and \$125,700, respectively. Regular SISP Benefits are payable in monthly installments over a 15 year period or in an actuarial equivalent form elected by the participant.

Participants can elect to receive death benefits rather than Regular SISP Benefits or to receive part of their benefits as retirement benefits and part as death benefits. Based on participation levels as of December 31, 2005, the designated beneficiaries of Messrs. White, Hildestad, Robinson, Castleberry and Imsdahl would be entitled to the following annual death benefits over a 15 year period if the Named Officers elected not to receive any Regular SISP Benefits: \$1,025,040, \$386,640, \$386,640, \$386,640, and \$251,400, respectively.

Excess SISP Benefits are equal to the difference between (1) the monthly retirement benefits that would have been payable to the participant under the Company's qualified pension plans absent the limitations under the Internal Revenue Code and (2) the actual benefits payable to the participant under the qualified pension plans. The Excess SISP Benefits are only payable if the participant commences receipt of benefits under the Company's qualified pension plans prior to age 65. If payable, benefits commence when benefits under the Company's qualified pension plans commence and continue up to age 65 or the death of the participant, if prior to age 65, and, if applicable, in reduced amount until the death of the participant's spouse or joint annuitant, as applicable. If the employment of a participant whose pension plan benefits are limited under the Internal Revenue Code (therefore entitling the participant to an Excess SISP Benefit) is severed before the participant reaches the age of 55, and the participant chooses to receive his or her pension plan benefit in the form of a lump-sum payment, the participant will receive the Excess SISP Benefit in the form of a lump-sum payment. Because of the age 55 limitation, Mr. Castleberry is the only Named Officer who could receive his Excess SISP Benefit in the form of a lump-sum payment. Based on compensation levels reflected in the Summary Compensation Table and Internal Revenue Code limitations applicable in 2005, if the Named Officers had retired on December 31, 2005, Messrs. White, Hildestad, Robinson, Castleberry and Imsdahl would have been entitled to the following annual Excess SISP Benefits until age 65: \$79,402, \$57,396, \$36,393, \$22,810, and \$9,492, respectively, assuming the participants elected to receive their benefits under the qualified pension plans in the form of a straight life annuity. The Named Officers' current ages are 64, 56, 55, 51, and 57, respectively. None of the Named Officers are currently receiving benefits under the Company's qualified pension plans.

Each of the Named Officers is fully vested in his Regular SISP Benefit and Excess SISP Benefit. Benefits under the SISP are not reduced for Social Security or other offset amounts.

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## CHANGE-OF-CONTROL AND SEVERANCE ARRANGEMENTS

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The Company entered into Change of Control Employment Agreements with the Named Officers and other executives ("executives") in November 1998, May 2004, and February 2006, which provide certain protections to the executives in the event there is a change of control of the Company.

If a change of control occurs, the agreements provide for a three-year employment period from the date of the change of control, during which the executive is entitled to receive a base salary not less than the highest amount paid within the preceding twelve months, and annual bonuses not less than the highest bonus paid within the three years before the change of control, and to participate in the Company's incentive, savings, retirement and welfare benefit plans.

The agreements also provide that specified severance payments and benefits would be provided if the executive's employment is terminated during the employment period (or if connected to the change of control, prior thereto) by the Company, other than for cause or disability, or by the executive for good reason, which includes for any reason during the 30-day period beginning on the first anniversary of the change of control.

In such event, the executive would receive an amount equal to three times his annual base pay plus three times his highest annual bonus (as defined). In addition, he would receive (i) an immediate pro-rated cash-out of his bonus for the year of termination based on the highest annual bonus and (ii) an amount equal to the excess of (a) the actuarial equivalent of the benefit under Company qualified and nonqualified retirement plans that he would receive if he continued employment with the Company for an additional three years over (b) the actual benefit paid or payable under these plans.

The executive and family would continue to be covered by the Company's welfare benefit plans for three years. The executive also would receive outplacement benefits. Finally, the executive would receive an additional payment if necessary to make him or her whole for any federal excise tax on excess parachute payments imposed upon the executive, unless the total parachute payments were not more than 110% of the safe harbor amount for that tax (in which event the executive's payments would be reduced to the safe harbor amount).

For these purposes, "cause" generally means the executive's willful and continued failure to substantially perform his duties or willfully engaging in illegal conduct or misconduct materially injurious to the Company. "Good reason" generally includes the diminution of the executive's position, authority, duties or responsibilities, the reduction of the executive's pay or benefits, and relocation or increased travel obligations.

Subject to certain exceptions described in the agreements, a "change of control" is defined in general as (i) the acquisition by an individual, entity, or group of 20% or more of the Company's voting securities; (ii) a turnover in a majority of the Board of Directors without the approval of a majority of the members of the Board who were members of the Board as of the agreement date or whose election was approved by such Board members; (iii) a merger or similar transaction; or (iv) the stockholders' approval of the Company's liquidation or dissolution.

The Company entered into an agreement with Warren L. Robinson on November 23, 2005 in connection with his retirement as Executive Vice President and Chief Financial Officer of the Company effective January 3, 2006. Mr. Robinson agreed to continue as a special projects advisor for the Company through February 17, 2006. Mr. Robinson received a severance payment of \$1,000,000. Mr. Robinson holds annual and long-term incentive awards which have been or will be paid out based upon Company performance in accordance with the terms of the awards. Other benefits to which Mr. Robinson is entitled are determined in accordance with the terms and provisions of the Company's plans and programs.

Effective March 4, 2006, John K. Castleberry became Executive Vice President Administration of the Company. His agreement provides for (i) a base salary of \$300,000; (ii) a one-time performance bonus of up to \$250,000; (iii) 2006 EICP awards with a target award of 50% of base salary (prorated with two months at his salary as CEO of WBI Holdings, Inc. and ten months at his salary as Executive Vice President Administration at the Company); (iv) 6,499 performance shares under the LTIP, with a target award of 75% of base salary; (v) a supplemental lump sum pension payment to cover any pension shortfall upon his retirement; (vi) a supplemental payment to cover any SISP shortfall upon his retirement; and (vii) participation at a level 67 SISP category, which results in an annual survivor's benefit of \$468,600 for 15 years or an annual retirement benefit of \$234,300 for 15 years.

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## COMPENSATION COMMITTEE REPORT ON EXECUTIVE COMPENSATION

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### Purpose

The Compensation Committee of the Board of Directors has direct responsibility for determining compensation of the Company's executive officers and for producing an annual report on executive compensation for inclusion in the Company's proxy statement. Composed entirely of independent Directors, the Committee meets at least quarterly to review and determine compensation for the executive officers, including the Chief Executive Officer.

### Executive Compensation Philosophy

The Committee believes that appropriate compensation levels succeed in both attracting and motivating high quality employees. To implement this philosophy, the Committee analyzes trends in compensation among comparable companies participating in the oil and gas industry, segments of the energy and mining industries, the peer group of companies used in the graph following this report, and similar companies from general industry. The Committee uses outside consultants for surveys and other information as it deems appropriate. The Committee then sets compensation levels that it believes are competitive within the industry and structured in a manner that rewards successful job performance. The Committee looks at compensation packages as a whole in determining target levels of compensation including prior incentive awards. The Committee also believes that executive officers should have more of their compensation at risk than other employees. There are three components of total executive compensation: base salary, annual incentive compensation, and long-term incentive compensation.

The following discussion relates to the named executive officers other than Mr. White. Mr. White's compensation is discussed below in a separate section of this report.

### Base Salary

In setting base salaries, the Committee does not use a particular formula. In addition to the above data, other factors the Committee uses in its analysis include the executive's current salary in comparison to the competitive industry standard as well as individual performance and experience. For the named officers, the Committee targeted salaries at the midpoint of the competitive industry standard. The raises each named officer received varied from the midpoint based upon individual performance levels and experience. Messrs. Hildestad, Robinson and Castleberry received base salary increases averaging 15.43% for 2005. Mr. Hildestad received an additional 28.4% increase in base salary in connection with his appointment as President and Chief Operating Officer of the Company effective May 1, 2005, and Mr. Robinson received an additional 14.9% increase in base salary effective June 1, 2005. Mr. Imsdahl received a salary increase effective November 2004 in connection with his appointment as President and Chief Executive Officer of Montana-Dakota Utilities Co. and Great Plains Natural Gas Co. and received no further increase in 2005.

## Incentive Compensation

In keeping with the Committee's belief that compensation should be directly linked to successful performance, the Company has established both annual and long-term incentive compensation plans. In addition, the Committee has adopted a policy limiting annual incentive compensation payments above targeted incentive amounts to ensure only a portion of incremental earnings above budget are paid to executive participants.

### Annual Incentive Compensation

On February 14, 2006, the Committee approved the payment of annual awards under the existing executive incentive compensation plans with respect to 2005. On February 16, 2006, the Board approved the payments. These payments are included in the Bonus column of the Summary Compensation Table.

The terms of the executive incentive compensation plans provide for annual cash incentive awards based upon achievement of annual performance measures with a threshold, target and maximum level. A target incentive award is established based upon the position level and actual base salary, or in the Committee's discretion, the assigned salary grade market value. Actual payment may range from zero to 200% of the target based upon achievement of corporate goals and individual performance. The Committee has full discretion to determine the extent to which goals have been achieved, the payment level, whether any final payment will be made and whether to adjust awards.

The performance goals for the 2005 annual incentive under the 1997 Executive Long-Term Incentive Plan, which applied to Mr. Hildestad and Mr. Robinson, were (i) budgeted earnings per share achieved (weighted 75%) and (ii) budgeted return on invested capital achieved (weighted 25%). Achievement of budgeted levels of earnings per share and return on invested capital would result in a potential award of 100% of the target amount. Achievement of less than 85% would result in no payment, while achievement of 114% would result in a payment of 200% of the target amount. Mr. Hildestad's award opportunity under this plan was targeted at 75% of his base salary as President and Chief Operating Officer, which was set at the time of his promotion, effective May 1, 2005, and Mr. Robinson's award was targeted at 50% of his base salary. The goals were met at the maximum level (\$2.29 EPS, 10.8% ROIC) and resulted in a payment of 200% of the target amount to Messrs. Hildestad and Robinson.

In addition to his incentive award under this plan (which was prorated to reflect the eight months he served as the Company's President and Chief Executive Officer during 2005), Mr. Hildestad also received an award under the Knife River Corporation Executive Incentive Compensation Plan (prorated to reflect the four months he served as President and Chief Executive Officer of Knife River Corporation during 2005). The performance goals for 2005 under the Knife River Corporation Executive Incentive Compensation Plan were based upon (i) actual earnings per allocated share as a percentage of planned earnings per allocated share (weighted 75%) and (ii) return on invested capital as a percentage of planned return on invested capital (weighted 25%). Achievement of budgeted levels of earnings per allocated share and return on invested capital would result in a potential award of 100% of the target amount. Achievement of less than 80% would result in no payment, while achievement of 120% would result in a payment of 200% of the target amount. The target amounts were \$1.31 EPS and 7.10% ROIC. Mr. Hildestad's award under the Knife River Corporation Executive Incentive Compensation Plan was earned at less than target on a weighted basis and resulted in a payment of 67% of the target amount.

In addition to his original incentive opportunity discussed above, Mr. Robinson received an incentive award for a June 1, 2005 through December 31, 2005 performance period. The award was subject to the achievement of the same weighted performance goals, and carried the same potential percentage payouts, as described above. This award opportunity was targeted at 47.48% of Mr. Robinson's base salary during the performance period, prorated to reflect the seven month performance period. The goals were met at the maximum level and resulted in a payment of 200% of the target amount.

Mr. Castleberry received his award pursuant to the WBI Holdings, Inc. Executive Incentive Compensation Plan, based upon (i) actual earnings per

allocated share as a percentage of targeted earnings per allocated share (weighted 75%) and (ii) actual return on invested capital as a percentage of targeted return on invested capital (weighted 25%) for WBI Holdings, Inc. The target amounts were \$3.09 EPS, 13.5% ROIC.

Mr. Castleberry's award was targeted at 50% of his base salary and was earned at 200% of target on a weighted basis and resulted in a potential payment of 200% of the target amount. Mr. Castleberry's actual award payment pursuant to the above guidelines was equal to 95% of the potential payment amount. Payment of an additional 5% of the potential amount was contingent on the achievement of Company-wide safety-related goals. The safety related goals were partially met and Mr. Castleberry received an additional 2.5% of the potential payment amount.

Mr. Imsdahl received his award pursuant to the Montana-Dakota Utilities Co. Executive Incentive Compensation Plan, based upon (i) actual earnings per allocated share as a percentage of targeted earnings per allocated share (weighted 75%) and (ii) actual return on invested capital as a percentage of targeted return on invested capital (weighted 25%) for Montana-Dakota Utilities Co. and Great Plains Natural Gas Co. The target amounts were \$0.61 EPS, 6.268% ROIC. Mr. Imsdahl's award was targeted at 50% of his base salary and was earned near the maximum level on a weighted basis and resulted in a payment of 197% of the target amount.

### Long-Term Incentive Compensation

Long-term incentive compensation serves to encourage successful strategic management and is awarded under the 1997 Executive Long-Term Incentive Plan.

Based upon a study of the Company's executive compensation programs in 2002, the Committee made several changes to its approach to the long-term incentive compensation, including the elimination of stock options and restricted stock grants effective in 2003. The Committee does not expect to make additional stock option or restricted stock grants under the 1997 Executive Long-Term Incentive Plan. Beginning with grants made in 2003, the Committee is using performance shares, with dividend equivalents, as the form of long-term incentive compensation. Performance shares represent the opportunity to receive Company Common Stock at the end of the performance period based upon the Company's total shareholder return ("TSR") relative to the same peer group of companies used in the Performance Graph. Dividend equivalents represent the opportunity to receive cash in an amount equal to the total dividends declared during the performance period on any shares that are actually earned. These awards are expected to be made annually. This long-term award is designed to ensure the retention value and the motivation effect of the Company's long-term compensation program on the Company's executive officers.

Awards for the 2005-2007 performance period were made to the named officers in 2005. The level of award for each executive officer was determined by using the Committee approved target incentive guidelines. The performance share awards were targeted at 75% to 90% of base salary. The payouts will range from 0% for a TSR rank less than the 40<sup>th</sup> percentile, to 10% at the 40<sup>th</sup> percentile, 100% at the 50<sup>th</sup> percentile and 200% at the 100<sup>th</sup> percentile.

Awards for the 2003-2005 performance period were granted to executive officers in 2003. These awards were earned at the 118% level, which reflects TSR performance at the 59<sup>th</sup> percentile. As a result, the named executive officers received a payment of Company Common Stock and cash equal to the dividend equivalents. These amounts are disclosed in the LTIP Payout column in the Summary Compensation Table.

The Committee granted shares of restricted stock to the executive officers in 2000. Vesting of 54% of these shares was accelerated after the first performance cycle (2000-2002) based upon achievement of TSR goals at the 54<sup>th</sup> percentile. TSR in comparison to the proxy peer group for the second performance cycle (2003-2005) resulted in acceleration of vesting of the remaining shares. The named executive officers received shares as follows: Mr. Hildestad-3,450 shares; Mr. Robinson-2,760 shares; Mr. Castleberry-2,760 shares; and Mr. Imsdahl-2,070 shares.



## CEO Compensation

The Committee reviewed the total amount of Mr. White's compensation and believes that it is reasonable. His 2005 compensation was comprised of base salary, annual incentive and long-term incentive. During 2005, only approximately 23.7% of Mr. White's compensation was base pay, with the remainder being performance-based. This reflects the Committee's belief in the importance of having substantial at risk compensation to provide a direct and strong link between performance and executive pay.

Mr. White received a 7.7% increase in base salary for 2005, from \$650,000 to \$700,000.

Mr. White's annual incentive award opportunity was based on (i) budgeted earnings per share achieved (weighted 75%) and (ii) budgeted return on invested capital (weighted 25%). Achievement of the goals at less than 85% would result in no payment, while achievement of 100% would result in a payment of 100% of the target amount and achievement of 114% would result in a payment of 200% of the target amount. Mr. White's award was targeted at 100% of his base salary for 2005 based on executive salary structure and target incentive guidelines approved by the Committee. The goals were met at the maximum level (\$2.29 EPS, 10.8% ROIC) and resulted in a payment of 200% of the target amount. This amount is disclosed in the Bonus column in the Summary Compensation Table.

Mr. White received an award of performance shares for the 2005-2007 performance period. His target award was at 133% of his base salary. As discussed above, performance shares represent the opportunity to receive Company Common Stock at the end of the performance period based upon the Company's total shareholder return relative to the proxy group of companies. The payout ranges from 0% for a rank less than the 40<sup>th</sup> percentile, to 10% at the 40<sup>th</sup> percentile, 100% at the 50<sup>th</sup> percentile and 200% at the 100<sup>th</sup> percentile. Dividend equivalents were also granted and will be paid out in cash in an amount equal to the total dividends declared during the performance period on any shares that are actually earned.

Awards for the 2003-2005 performance period were granted to Mr. White in 2003 and were earned at the 118% level, reflecting TSR performance at the 59<sup>th</sup> percentile. As a result, Mr. White received a payment of Company Common Stock and cash equal to the dividend equivalents. These amounts are disclosed in the LTIP Payout column in the Summary Compensation Table.

Mr. White also received 6,900 shares of Company Common Stock when vesting of the remaining restricted stock awards granted in 2000 was accelerated based on TSR achieved at the 54<sup>th</sup> percentile for the second performance cycle (2003-2005).

## Repayment of Incentive Compensation

The Committee adopted incentive repayment guidelines at its February 2005 meeting that allow the Committee to secure repayment from, or to make additional payments to, senior officers if Company accounting restatements occur within three years after incentive payments have been made. The Committee may rescind award vesting, rescind vesting acceleration, require award forfeiture or require cash repayment.

## Stock Ownership Guidelines

In 1993, the Board of Directors adopted Stock Ownership Guidelines under which executives are required to own Company Common Stock valued from one to four times their annual salary. In 2005, the Board adopted Stock Ownership Guidelines for non-employee directors of five times their annual cash retainer.

## Section 162(m)

The Committee monitors the impact of federal tax laws on executive compensation, including Section 162(m) of the Internal Revenue Code. The deductibility of some types of compensation depends upon the timing of an executive's vesting or exercise of awards or on whether such awards qualify as "performance-based" under the provisions of Section 162(m). The Committee will consider the possible tax effect when structuring performance based compensation but may pay compensation to its executive officers that is not fully deductible.

### 2005 Executive Compensation Analysis

In 2004 the Compensation Committee requested an analysis by the Company's human resources department of the value of the Company's executive compensation program. Specifically, the Committee sought to determine whether or not the relationship between the level of compensation and shareholder return was more favorable than that of the proxy peer group. In 2005 the Compensation Committee requested an update of the analysis.

The 2005 analysis consisted of comparing what the Company paid its named executive officers for the years 2000 through 2004 to the Company's average annual total shareholder return over the same five-year period. The Company's pay ratio was compared to the ratios of companies in the proxy peer group.<sup>(1)</sup>

All data used in the analysis, including the valuation of long-term incentives and calculation of shareholder return, were provided by Equilar, Inc.

### 5 Year Total Direct Compensation to 5 Year Shareholder Return

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\* A *smaller* number indicates *greater* value to shareholders.

The results of the analysis showed that the Company paid its named executive officers significantly less than what the peer group companies paid their named executive officers for comparable levels of shareholder return over the five-year period (see the above graph). **Specifically, the Company paid its named executives approximately \$1.6 million less per point of shareholder return than the proxy peer group. The Committee views these results as confirmation that MDU Resources Group, Inc.'s stockholders receive high value for the compensation paid to Company executives. Additionally, the results improved when compared to the results contained in last year's proxy statement.**

**Harry J. Pearce, Chairman**  
**Thomas Everist, Member**  
**Karen B. Fagg, Member**  
**Dennis W. Johnson, Member**  
**Richard H. Lewis, Member**  
**Patricia L. Moss, Member**

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(1) Vectren Corporation was not included because full five-year data was not available. Vectren Corporation was formed in 2000 by a merger of Indiana Energy, Inc. and SIGCORP.

For purposes of this analysis, compensation data on Hanson PLC ADR executives were converted from British pounds to U.S. dollars. The rate of conversion was the average exchange rate for a given year, as reported by the currency site [www.OANDA.com](http://www.OANDA.com).



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**MDU RESOURCES GROUP, INC.**  
**COMPARISON OF FIVE YEAR TOTAL STOCKHOLDER RETURN (1)**

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Total Stockholder Return Index (2000=100)

- (1) All data is indexed to December 31, 2000, for the Company, the S&P 500, and the Peer Group. Total stockholder return is calculated using the December 31 price for each year. It is assumed that all dividends are reinvested in stock at the frequency paid, and the returns of each component peer issuer of the group is weighted according to the issuer's stock market capitalization at the beginning of the period.

Peer Group issuers are Allegheny Energy, Inc., Allete, Inc., Alliant Energy Corporation, Black Hills Corporation, Comstock Resources, Inc., Equitable Resources, Inc., Florida Rock Industries, Inc., Hanson PLC ADR, KeySpan Corporation, Kinder Morgan, Inc., Martin Marietta Materials, Inc., Newfield Exploration Company, NICOR, Inc., OGE Energy Corp., ONEOK, Inc., Peoples Energy Corporation, Pogo Producing Company, Quanta Services, Inc., Questar Corporation, SCANA Corporation, Stone Energy Corporation, TECO Energy, Inc., UGI Corporation, Vectren Corporation (formerly Indiana Energy, Inc.), Vulcan Materials Company, and XTO Energy, Inc. (formerly Cross Timbers Oil Company).

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**INFORMATION CONCERNING EXECUTIVE OFFICERS**


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Executive officers of the Company are elected by the Board of Directors and serve until the next annual meeting of the Board. Any executive officer so elected may be removed at any time by the affirmative vote of a majority of the Board. Certain information concerning such executive officers, including their ages, present corporate positions, and business experience, is set forth below.

Name	Age	Present Corporate Position and Business Experience
Martin A. White.	64	Chairman of the Board and Chief Executive Officer. For information about Mr. White, see "Election of Directors."
Steven L. Bietz	47	Mr. Bietz was elected President and Chief Executive Officer of WBI Holdings, Inc. effective March 4, 2006; President effective January 2, 2006; Executive Vice President and Chief Operating Officer effective September 1, 2002; Vice President-Administration and Chief Accounting Officer effective November 3, 1999; Vice-President-Administration effective February 1997; and Controller effective January 1994.
John K. Castleberry	51	Mr. Castleberry was elected Executive Vice President Administration effective March 4, 2006; President and Chief Executive Officer of WBI Holdings, Inc. and Williston Basin Interstate Pipeline Company effective November 1998; and President of WBI Holdings, Inc. effective January 1995.
Paul Gatzemeier	55	Mr. Gatzemeier was elected President and Chief Executive Officer of Centennial Energy Resources LLC effective November 11, 2004; as Vice President and General Manager of Centennial Energy Resources LLC effective January 31, 2003; and Vice President and General Manager of Centennial Holdings Capital Corp. effective June 2001. Mr. Gatzemeier was a private business consultant from January 1, 2000 until June 2001.
Terry D. Hildestad	56	Mr. Hildestad was elected President and Chief Operating Officer effective May 1, 2005. Prior to that he served as President and Chief Executive Officer of Knife River Corporation effective 1993. He additionally serves as an executive officer and as Chairman, Vice Chairman or a director of the Company's principal subsidiaries and of the Managing Committees of Montana-Dakota Utilities Co. and Great Plains Natural Gas Co.

Bruce T. Imsdahl	57	Mr. Imsdahl was elected President and Chief Executive Officer of Montana-Dakota Utilities Co. and Great Plains Natural Gas Co., divisions of the Company, effective November 11, 2004. He previously was President of these two divisions effective July 4, 2003. Prior to that, he was Executive Vice President of these divisions effective February 5, 2003, Vice President Energy Supply of Montana-Dakota Utilities Co. effective November 1, 1992, and Vice President Power Supply of Montana-Dakota Utilities Co. effective May 4, 1989.
Nicole A. Kivisto	32	Ms. Kivisto was elected Controller effective December 1, 2005. Prior to that she was a Financial Analyst IV in the Corporate Planning Department effective May 2003; a Financial and Investor Relations Analyst in the Investor Relations Department effective May 2000; and a Financial Analyst in the Corporate Accounting Department effective July 1995.
Vernon A. Raile	61	Mr. Raile was elected Executive Vice President, Treasurer and Chief Financial Officer effective March 1, 2006; Executive Vice President and Chief Financial Officer effective January 3, 2006; and Senior Vice President, Controller and Chief Accounting Officer effective November 2002. He served as Controller until May 2003. He was Vice President, Controller and Chief Accounting Officer from August 1992 until November 2002.
Cindy C. Redding	47	Ms. Redding was elected Vice President-Human Resources effective July 2003 and was Director of Human Resources from December 2002 until July 2003. Before joining the Company, she served from July 1998 until December 2002 in the positions of Director, Human Resources, Molded Plastics Division, as Corporate Benefits Planning & Delivery Manager, and as Manager, Strategic Staffing Services, for Sonoco Products Company, a global packaging company. Prior to that, Ms. Redding worked for Abbott Laboratories, a global health care company, as Manager, Human Resources, Abbott International Division, from 1997 to July 1998. From 1980 to 1997, she worked in various business administration and human resources roles, domestic and international, for Amoco Corporation, a worldwide integrated energy company.
Paul K. Sandness	51	Mr. Sandness was elected General Counsel and Secretary of the Company, its divisions, and major subsidiaries effective April 6, 2004. He also was elected a Director of the Company's principal subsidiaries and was appointed to the Managing Committees of Montana-Dakota Utilities Co. and Great Plains Natural Gas Co. Prior to that he served as a Senior Attorney effective 1987 and as an Assistant Secretary of several subsidiary companies.

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William E. Schneider	57	Mr. Schneider was elected President and Chief Executive Officer of Knife River Corporation effective May 1, 2005; and Senior Vice President Construction Materials effective from September 15, 1999 to April 30, 2005.
Doran N. Schwartz	36	Mr. Schwartz was elected Vice President and Chief Accounting Officer effective March 1, 2006; and Assistant Vice President Special Projects effective September 6, 2005. Prior to that, he was Director of Controllershship for American Express, a financial services company, from November 2004 to August 2005; Audit Manager for Deloitte & Touche, an audit and professional services company, from June 2002 to November 2004; and Audit Manager/Senior for Arthur Andersen, an audit and professional services company, from December 1997 to June 2002.
Robert E. Wood	63	Mr. Wood was elected Senior Vice President Governmental and Public Affairs effective May 13, 2004. Prior to that he served as Vice President-Public Affairs and Environmental Policy effective August 1991. Before that he was Vice President-Public Affairs from June 1986. Mr. Wood will be retiring on March 31, 2006.

## SECURITY OWNERSHIP

The Table below sets forth the number of shares of capital stock of the Company owned beneficially as of December 31, 2005, by each Director and each nominee for Director, each Named Officer and by all Directors and executive officers of the Company as a group.

Name	Common Shares Beneficially Owned Include:			
	Common Shares Beneficially Owned(1)	Shares Individuals Have Rights to Acquire Within 60 Days(2)	Shares Held By Family Members(3)	Percent of Class
John K. Castleberry	6,305(7)			*
Thomas Everist	2,632,950(4)	19,125		2.2%
Karen B. Fagg	0(10)			*
Terry D. Hildestad	70,653(7)			*
Bruce T. Imsdahl	57,589(9)	11,361		*
Dennis W. Johnson	26,062(5)		3,040	*
Richard H. Lewis	0(10)			*
Patricia L. Moss	10,650			*
Robert L. Nance	72,983(8)	22,500	2,184	*
John L. Olson	71,400	19,125		*
Harry J. Pearce	88,716	9,000		*
Warren L. Robinson	42,714(6)(7)		10,817	*
Sister Thomas Welder	45,575(9)	22,500(9)		*
Martin A. White	186,328(7)		53,819	*
John K. Wilson	20,595			*
All Directors and executive officers of the Company as a group (23 in number)	3,442,321(7)	104,436	70,385	2.9%

\*

Less than one percent of the class.

- (1) "Beneficial Ownership" means the sole or shared power to vote, or to direct the voting of, a security, or investment power with respect to a security, or any combination thereof.
- (2) Indicates shares of the Company's stock that certain executive officers and Directors have the right to acquire within 60 days pursuant to stock options. Shares indicated are included in the Common Shares Beneficially Owned column.
- (3) Shares indicated are included in the Common Shares Beneficially Owned column.
- (4) Includes 2,610,000 shares of Common Stock acquired through the sale of Connolly-Pacific to the Company.
- (5) Mr. Johnson disclaims all beneficial ownership of the 3,040 shares owned by his wife.
- (6) Mr. Robinson resigned from his position as an officer of the Company on January 3, 2006 and retired effective February 17, 2006.
- (7)



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Includes full shares allocated to the officer's account in the Company's 401(k) Retirement Plan.

(8)

Includes 4,500 shares held by Ronan, Inc., a family corporation.

(9)

The total includes shares held by the Annunciation Monastery (of which community Sister Welder is a member) and by the University of Mary (of which Sister Welder is the President). The Monastery

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owns 15,150 shares and it may acquire 22,500 shares within 60 days pursuant to stock options. The University owns 7,925 shares. Sister Welder disclaims all beneficial ownership of the shares owned by the Monastery and the University.

- (10) Elected November 17, 2005.

The Table below sets forth information with respect to any person known to the Company to be the beneficial owner of more than five percent of any class of the Company's voting securities.

<b>Title of Class</b>	<b>Name and Address of Beneficial Owner</b>	<b>Amount and Nature of Beneficial Ownership</b>	<b>Percent of Class</b>
Common Stock	New York Life Trust Company 51 Madison Avenue New York, NY 10010	7,916,227(1)	6.6%

- (1) Pursuant to a Schedule 13G/A, Amendment No. 6, filed on February 13, 2006, New York Life Trust Company indicates that it holds these shares as directed trustee of the Company's Tax Deferred Compensation Savings Plan (401(k) Plan) and has sole voting and dispositive power with respect to all shares.

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### SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

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Section 16 of the Securities Exchange Act of 1934, as amended, requires that officers, directors and holders of more than 10% of Company Common Stock file reports of their trading in Company equity securities with the Securities and Exchange Commission. Based solely on a review of Forms 3, 4 and 5 furnished to us during and with respect to 2005 or written representations that no Forms 5 were required, we believe that all such reports were timely filed.

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### BOARD AND BOARD COMMITTEES

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The Board of Directors has adopted a Statement of Policy on Director Independence that includes categorical standards for director independence. This Statement of Policy is attached as Exhibit "B". The Board of Directors has determined that all members of the Board, except Mr. White, have no material relationship with the Company and are independent in accordance with the Company's Statement of Policy on Director Independence Standards, the New York Stock Exchange listing standards, and the Sarbanes-Oxley Act of 2002.

During 2005, the Board of Directors held eight meetings. Mr. Pearce, the Lead Director, presides at an executive session of the non-management Directors held in connection with each regularly scheduled quarterly Board of Directors meeting. The non-management directors additionally meet in executive session with the Chief Executive Officer at each regularly scheduled quarterly Board of Directors meeting.

The Board has a standing Audit Committee, Compensation Committee, and Nominating and Governance Committee. The Board additionally had a standing Finance Committee which was dissolved by Board action at its February 16, 2006 meeting. All committees are composed entirely of independent Directors as defined in the New York Stock Exchange listing standards.

The Audit Committee met eight times during 2005. The Audit Committee members are Dennis W. Johnson, Chairman, Richard H. Lewis, Patricia L. Moss, Robert L. Nance, John L. Olson, Sister Thomas Welder and John K. Wilson. Bruce R. Albertson served as a member of the

Audit Committee until his term on the Board ended on April 26, 2005 and Harry J. Pearce served as a member of the Committee through November 17, 2005.

The Audit Committee is a separately-designated standing committee established in accordance with Section 3(a)(58)(A) of the Securities Exchange Act of 1934.

The Board of Directors has determined that Messrs. Johnson, Olson, and Wilson are "audit committee financial experts" as defined by Securities and Exchange Commission regulations and are all independent under the applicable New York Stock Exchange listing standards.

The Compensation Committee met six times during 2005. The Compensation Committee members are Harry J. Pearce, Chairman, Thomas Everist, Karen B. Fagg, Dennis W. Johnson, Richard H. Lewis and Patricia L. Moss.

The Nominating and Governance Committee met six times during 2005. The Committee members are John L. Olson, Chairman, Thomas Everest, Karen B. Fagg, Robert L. Nance, Harry J. Pearce, Sister Thomas Welder, and John K. Wilson. Bruce R. Albertson served as a member of the Committee until his term on the Board ended on April 26, 2005.

Each incumbent Director attended at least 75 percent of the combined total meetings of the Board and the Committees on which the Director served during 2005.

Director attendance at each Company Annual Meeting of Stockholders is left to the discretion of each Director. Two Directors attended the 2005 Annual Meeting of Stockholders.

The Company has adopted a Code of Conduct applicable to Directors, officers, managerial employees and all employees involved in financial activities on behalf of the Company, its subsidiaries and divisions. The Company also has adopted a Code of Ethics that applies generally to its employees.

The Company intends to satisfy its disclosure obligations regarding (i) amendments to, or waivers of, any provision of the Code of Conduct applicable to its principal executive officer, principal financial officer and principal accounting officer and that relate to any element of the code of ethics definition set forth in Regulation S-K, Item 406(b) and (ii) waivers of the Code of Conduct applicable to Directors or executive officers, as required by New York Stock Exchange listing standards, by posting such information on its website at [www.mdu.com](http://www.mdu.com).

The Audit, Compensation, and Nominating and Governance Committees have charters which are available for review, along with the Company's Corporate Governance Guidelines, Code of Conduct, and Code of Ethics, on the Company's website at [www.mdu.com](http://www.mdu.com). Stockholders may obtain copies of any of these documents by writing to the Secretary, MDU Resources Group, Inc., P.O. Box 5650, Bismarck, ND 58506-5650.

Stockholders and other interested parties desiring to contact the Board of Directors or an individual Director, including the Lead Director or non-management Directors as a group, should address a communication in care of the Secretary at the above address. All communications will be forwarded by the Secretary.

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## NOMINATING AND GOVERNANCE COMMITTEE

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The Nominating and Governance Committee of the Board of Directors provides recommendations to the Board with respect to (a) Board organization, membership, and function, (b) committee structure and membership, (c) succession planning for the Company's executive management, and (d) corporate governance guidelines applicable to the Company.

The Committee identifies individuals qualified to become Directors, and recommends to the Board the nominees for Director at the next annual meeting of stockholders. The Committee also identifies and recommends to the Board individuals qualified to become principal officers of the Company and the nominees for membership on each Board committee. The Committee also

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provides oversight of the evaluation of the Board and management.

In identifying nominees for Director, the Committee consults with Board members, Company management, consultants, and other individuals likely to possess an understanding of the Company's business and knowledge concerning suitable Director candidates. Mr. Lewis, who was elected by the Directors to the Board in November 2005 and who is a nominee for election for the first time, was recommended for nomination by an executive officer of a subsidiary of the Company. Ms. Fagg, who also was elected by the Directors to the Board in November 2005, was recommended for nomination by a retired president of a subsidiary of the Company.

The Committee has a policy on consideration of Director candidates recommended to it and will consider candidates recommended by stockholders. Stockholders may submit Director recommendations to the Committee Chairman in care of the Secretary at MDU Resources Group, Inc., P.O. Box 5650, Bismarck, ND 58506-5650. The following information should be included: (a) the candidate's name, age, business address, and telephone number; (b) the candidate's principal occupation; and (c) any other information the stockholder deems relevant with respect to the recommendation.

Stockholders should submit such information at least 120 days prior to the anniversary of the mail date of last year's proxy statement.

There are no differences in the manner by which the Committee evaluates Director candidates recommended by stockholders from those recommended by other sources.

In evaluating Director candidates, the Committee considers an individual's (a) background, character, and experience; (b) skills and experience which complement the skills and experience of current Board members; (c) success in the individual's chosen field of endeavor; (d) skill in the areas of accounting and financial management, banking, general management, human resources, marketing, operations, public affairs, law, and operations abroad; (e) background in publicly traded companies; (f) geographic area of residence; and (g) affiliations or relationships with other groups, organizations or entities. The Committee generally will engage an outside firm to perform a background check on potential nominees.

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### OTHER BUSINESS

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The management of the Company knows of no other matter to come before the meeting. However, if any matter requiring a vote of the stockholders should arise, it is the intention of the persons named in the enclosed proxy to vote in accordance with their best judgment.

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### SHARED ADDRESS STOCKHOLDERS

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In accordance with a notice sent to eligible stockholders who share a single address, the Company is sending only one annual report and proxy statement to that address unless the Company received instructions to the contrary from any stockholder at that address. This practice, known as "householding," is designed to reduce the Company's printing and postage costs. However, if a stockholder of record residing at such an address wishes to receive a separate annual report or proxy statement in the future, he or she may contact the Office of the Treasurer at the address set forth below. Eligible stockholders of record receiving multiple copies of the Company's annual report and proxy statement can request householding by contacting the Company in the same manner. Stockholders who own shares through a bank, broker or other nominee can request householding by contacting the nominee.

The Company hereby undertakes to deliver promptly, upon written or oral request, a separate copy of the annual report to stockholders, or proxy statement, as applicable, to a Company stockholder at a shared address to which a single copy of the document was delivered.

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## 2007 ANNUAL MEETING OF STOCKHOLDERS

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**Director Nominations:** The Company's Bylaws provide that Director nominations may be made only by the Board or the Nominating Committee, or by a stockholder entitled to vote who has delivered written notice to the Company Secretary (containing certain information specified in the Bylaws) at least 120 days prior to the anniversary date on which the Company first mailed its proxy materials for the prior year's annual stockholders' meeting.

**Other Meeting Business:** The Bylaws also provide that no business may be brought before an annual stockholders' meeting except as specified in the meeting notice or as otherwise properly brought before the meeting by the Board or by a stockholder entitled to vote who has delivered written notice to the Company Secretary (containing certain information specified in the Bylaws) at least 120 days prior to the anniversary date on which the Company first mailed its proxy materials for the prior year's annual stockholders' meeting.

**Discretionary Voting:** Rule 14a-4 of the Securities and Exchange Commission's proxy rules allows the Company to use discretionary voting authority to vote on matters coming before an annual stockholders' meeting if the Company does not have notice of the matter at least 45 days before the anniversary date on which the Company first mailed its proxy materials for the prior year's annual stockholders' meeting or the date specified by an advance notice provision in the Company's Bylaws. The Company's Bylaws contain such an advance notice provision as described above. For the Company's Annual Meeting of Stockholders expected to be held on April 24, 2007, stockholders must submit such written notice to the Company Secretary on or before November 9, 2006.

**Stockholder Proposals:** The requirements described above are separate from and in addition to the Securities and Exchange Commission's requirements that a stockholder must meet to have a stockholder proposal included in the Company's Proxy Statement under Rule 14a-8 of the Exchange Act. For purposes of the Company's Annual Meeting of Stockholders expected to be held on April 24, 2007, any stockholder who wishes to submit a proposal for inclusion in the Company's proxy materials must submit such proposal to the Company Secretary on or before November 9, 2006.

**Bylaw Copies:** A copy of the full text of the Bylaw provisions discussed above may be obtained by writing to the Company Secretary.

**A copy of the Company's Annual Report on Form 10-K (excluding exhibits), for the year ended December 31, 2005, which is required to be filed with the Securities and Exchange Commission, will be made available to stockholders to whom this Proxy Statement is mailed, without charge, upon written or oral request to the Office of the Treasurer of MDU Resources Group, Inc., 1200 West Century Avenue, Mailing Address: P.O. Box 5650, Bismarck, ND 58506-5650, Telephone Number: (701) 530-1000. The Company's Annual Report on Form 10-K also may be accessed through the Company's website at [www.mdu.com](http://www.mdu.com).**

By order of the Board of  
Directors,

Paul K. Sandness  
Secretary  
March 9, 2006

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**Exhibit A**

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**MDU RESOURCES GROUP, INC.  
LONG-TERM PERFORMANCE-BASED INCENTIVE PLAN**

**Article 1. Establishment, Purpose and Duration**

1.1 *Establishment of the Plan.* MDU Resources Group, Inc., a Delaware corporation (hereinafter referred to as the "Company"), hereby establishes an incentive compensation plan to be known as the "MDU Resources Group, Inc. Long-Term Performance-Based Incentive Plan" (hereinafter referred to as the "Plan"), as set forth in this document. The Plan permits the grant of Nonqualified Stock Options (NQSO), Incentive Stock Options (ISO), Stock Appreciation Rights (SAR), Restricted Stock, Performance Units, Performance Shares and other awards.

The Plan first became effective when approved by the stockholders at the annual meeting on April 22, 1997. The Plan, as amended, will become effective on April 25, 2006 if it is approved by the stockholders at the 2006 annual meeting. The Plan shall remain in effect as provided in Section 1.3 herein.

1.2 *Purpose of the Plan.* The purpose of the Plan is to promote the success and enhance the value of the Company by linking the personal interests of Participants to those of Company stockholders and customers.

The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract and retain the services of Participants upon whose judgment, interest and special effort the successful conduct of its operations is largely dependent.

1.3 *Duration of the Plan.* The Plan shall remain in effect, subject to the right of the Board of Directors to terminate the Plan at any time pursuant to Article 15 herein, until all Shares subject to it shall have been purchased or acquired according to the Plan's provisions.

**Article 2. Definitions**

Whenever used in the Plan, the following terms shall have the meanings set forth below and, when such meaning is intended, the initial letter of the word is capitalized:

2.1 *"Award"* means, individually or collectively, a grant under the Plan of NQSOs, ISOs, SARs, Restricted Stock, Performance Units, Performance Shares or any other type of award permitted under Article 10 of the Plan.

2.2 *"Award Agreement"* means an agreement entered into by each Participant and the Company, setting forth the terms and provisions applicable to an Award granted to a Participant under the Plan.

2.3 *"Base Value"* of an SAR shall have the meaning set forth in Section 7.1 herein.

2.4 *"Board"* or *"Board of Directors"* means the Board of Directors of the Company.

2.5 *"Change in Control"* means the earliest of the following to occur: (a) the public announcement by the Company or by any person (which shall not include the Company, any subsidiary of the Company, or any employee benefit plan of the Company or of any subsidiary of the Company) ("Person") that such Person, who or which, together with all Affiliates and Associates (within the meanings ascribed to such terms in the Rule 12b-2 of the General Rules and Regulations under the Exchange Act) of such Person, shall be the beneficial owner of twenty percent (20%) or more of the

voting stock of the Company outstanding; (b) the commencement of, or after the first public announcement of any Person to commence, a tender or exchange offer the consummation of which would result in any Person becoming the beneficial owner of voting stock aggregating thirty percent (30%) or more of the then outstanding voting stock of the Company; (c) the announcement of any transaction relating to the Company required to be described pursuant to the requirements of Item 6(e) of Schedule 14A of Regulation 14A under the Exchange Act; (d) a proposed change in constituency of the Board such that, during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election or nomination for election by the stockholders of the Company of each new Director was approved by a vote of at least two-thirds ( $\frac{2}{3}$ ) of the Directors then still in office who were members of the Board at the beginning of the period; or (e) any other event which shall be deemed by a majority of the Compensation Committee to constitute a "change in control".

2.6 "*Code*" means the Internal Revenue Code of 1986, as amended from time to time.

2.7 "*Committee*" means the Committee, as specified in Article 3, appointed by the Board to administer the Plan with respect to Awards.

2.8 "*Company*" means MDU Resources Group, Inc., a Delaware corporation, or any successor thereto as provided in Article 18 herein.

2.9 "*Covered Employee*" means any Participant who would be considered a "Covered Employee" for purposes of Section 162(m) of the Code.

2.10 "*Director*" means any individual who is a member of the Board of Directors of the Company.

2.11 "*Disability*" means "permanent and total disability" as defined under Section 22(e)(3) of the Code.

2.12 "*Dividend Equivalent*" means, with respect to Shares subject to an Award, a right to be paid an amount equal to dividends declared on an equal number of outstanding Shares.

2.13 "*Eligible Employee*" means an Employee who is eligible to participate in the Plan, as set forth in Section 5.1 herein.

2.14 "*Employee*" means any full-time or regularly-scheduled part-time employee of the Company or of the Company's Subsidiaries, who is not covered by any collective bargaining agreement to which the Company or any of its Subsidiaries is a party. Directors who are not otherwise employed by the Company shall not be considered Employees for purposes of the Plan. For purposes of the Plan, transfer of employment of a Participant between the Company and any one of its Subsidiaries (or between Subsidiaries) shall not be deemed a termination of employment.

2.15 "*Exchange Act*" means the Securities Exchange Act of 1934, as amended from time to time, or any successor act thereto.

2.16 "*Exercise Period*" means the period during which an SAR or Option is exercisable, as set forth in the related Award Agreement.

2.17 "*Fair Market Value*" shall mean the average of the high and low sale prices as reported in the consolidated transaction reporting system or, if there is no such sale on the relevant date, then on the last previous day on which a sale was reported.

2.18 "*Freestanding SAR*" means an SAR that is granted independently of any Option.

2.19 "*Full Value Award*" means an Award pursuant to which Shares may be issued, other than an Option or an SAR.

2.20 "*Incentive Stock Option*" or "*ISO*" means an option to purchase Shares, granted under Article 6 herein, which is designated as an Incentive Stock Option and satisfies the requirements of Section 422 of the Code.

2.21 "*Nonqualified Stock Option*" or "*NQSO*" means an option to purchase Shares, granted under Article 6 herein, which is not intended to be an Incentive Stock Option under Section 422 of the Code.

2.22 "*Option*" means an Incentive Stock Option or a Nonqualified Stock Option.

2.23 "*Option Price*" means the price at which a Share may be purchased by a Participant pursuant to an Option, as determined by the Committee and set forth in the Option Award Agreement.

2.24 "*Participant*" means an Employee of the Company who has outstanding an Award granted under the Plan.

2.25 "*Performance Goals*" means the performance goals established by the Committee, which shall be based on one or more of the following measures: sales or revenues, earnings per share, shareholder return and/or value, funds from operations, operating income, gross income, net income, cash flow, return on equity, return on capital, earnings before interest, operating ratios, stock price, customer satisfaction, accomplishment of mergers, acquisitions, dispositions or similar extraordinary business transactions, profit returns and margins, financial return ratios and/or market performance. Performance goals may be measured solely on a corporate, subsidiary or business unit basis, or a combination thereof. Performance goals may reflect absolute entity performance or a relative comparison of entity performance to the performance of a peer group of entities or other external measure.

2.26 "*Performance Unit*" means an Award granted to an Employee, as described in Article 9 herein.

2.27 "*Performance Share*" means an Award granted to an Employee, as described in Article 9 herein.

2.28 "*Period of Restriction*" means the period during which the transfer of Restricted Stock is limited in some way, as provided in Article 8 herein.

2.29 "*Person*" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act, as used in Sections 13(d) and 14(d) thereof, including usage in the definition of a "group" in Section 13(d) thereof.

2.30 "*Qualified Restricted Stock*" means an Award of Restricted Stock designated as Qualified Restricted Stock by the Committee at the time of grant and intended to qualify for the exemption from the limitation on deductibility imposed by Section 162(m) of the Code that is set forth in Section 162(m)(4)(C).

2.31 "*Restricted Stock*" means an Award of Shares granted to a Participant pursuant to Article 8 herein.

2.32 "*Shares*" means the shares of common stock of the Company.

2.33 "*Stock Appreciation Right*" or "*SAR*" means a right, granted alone or in connection with a related Option, designated as an SAR, to receive a payment on the day the right is exercised, pursuant to the terms of Article 7 herein. Each SAR shall be denominated in terms of one Share.

2.34 "*Subsidiary*" means any corporation that is a "subsidiary corporation" of the Company as that term is defined in Section 424(f) of the Code.

2.35 "*Tandem SAR*" means an SAR that is granted in connection with a related Option, the exercise of which shall require forfeiture of the right to purchase a Share under the related Option (and when a Share is purchased under the Option, the Tandem SAR shall be similarly canceled).



### Article 3. Administration

3.1 *The Committee.* The Plan shall be administered by the Compensation Committee of the Board, or by any other Committee appointed by the Board. The members of the Committee shall be appointed from time to time by, and shall serve at the discretion of, the Board of Directors.

3.2 *Authority of the Committee.* The Committee shall have full power except as limited by law, the Articles of Incorporation and the Bylaws of the Company, subject to such other restricting limitations or directions as may be imposed by the Board and subject to the provisions herein, to determine the size and types of Awards; to determine the terms and conditions of such Awards in a manner consistent with the Plan; to construe and interpret the Plan and any agreement or instrument entered into under the Plan; to establish, amend or waive rules and regulations for the Plan's administration; and (subject to the provisions of Article 15 herein) to amend the terms and conditions of any outstanding Award. Further, the Committee shall make all other determinations which may be necessary or advisable for the administration of the Plan. As permitted by law, the Committee may delegate its authorities as identified hereunder.

3.3 *Restrictions on Share Transferability.* The Committee may impose such restrictions on any Shares acquired pursuant to Awards under the Plan as it may deem advisable, including, without limitation, restrictions to comply with applicable Federal securities laws, with the requirements of any stock exchange or market upon which such Shares are then listed and/or traded and with any blue sky or state securities laws applicable to such Shares.

3.4 *Approval.* The Board or the Committee shall approve all Awards made under the Plan and all elections made by Participants, prior to their effective date, to the extent necessary to comply with Rule 16b-3 under the Exchange Act.

3.5 *Decisions Binding.* All determinations and decisions made by the Committee pursuant to the provisions of the Plan and all related orders or resolutions of the Board shall be final, conclusive and binding on all persons, including the Company, its stockholders, Employees, Participants and their estates and beneficiaries.

3.6 *Costs.* The Company shall pay all costs of administration of the Plan.

### Article 4. Shares Subject to the Plan

4.1 *Number of Shares.* Subject to Section 4.2 herein, the maximum number of Shares that may be issued pursuant to Awards under the Plan shall be 6,625,581. Shares underlying lapsed or forfeited Awards of Restricted Stock shall not be treated as having been issued pursuant to an Award under the Plan. Shares withheld from an Award of Restricted Stock to satisfy tax withholding obligations shall be counted as Shares issued pursuant to an Award under the Plan. Shares that are potentially deliverable under an Award that expires or is canceled, forfeited, settled in cash or otherwise settled without the delivery of Shares shall not be treated as having been issued under the Plan. Shares that are withheld to satisfy the Option Price or tax withholding obligations related to an Option, SAR or other Award pursuant to which the Shares withheld have not yet been issued shall not be deemed to be Shares issued under the Plan.

Shares issued pursuant to the Plan may be (i) authorized but unissued Shares of Common Stock, (ii) treasury shares, or (iii) shares purchased on the open market.

4.2 *Adjustments in Authorized Shares.* In the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock split, reverse stock split, stock dividend, split-up, spin-off, share combination, share exchange, extraordinary dividend or any change in the corporate structure of the Company affecting the Shares, such adjustment shall be made to the number and kind of Shares which may be delivered under the Plan, the individual limitations set forth in Section 4.3, and the number, kind and/or price of Shares subject to outstanding Awards granted under the Plan, as may be determined to be appropriate and equitable by the Committee, in its sole discretion, to prevent dilution or enlargement of

rights; provided, however, that unless otherwise determined by the Committee, the number of Shares subject to any Award shall always be rounded down to a whole number. Notwithstanding the foregoing, (i) each such adjustment with respect to an Incentive Stock Option shall comply with the rules of Section 424(a) of the Code and (ii) in no event shall any adjustment be made which would render any Incentive Stock Option granted hereunder to be other than an incentive stock option for purposes of Section 422 of the Code.

4.3 *Individual Limitations.* Subject to Section 4.2 herein, (i) the total number of Shares with respect to which Options or SARs may be granted in any calendar year to any Covered Employee shall not exceed 1,500,000 Shares; (ii) the total number of shares of Qualified Restricted Stock that may be granted in any calendar year to any Covered Employee shall not exceed 1,500,000 Shares; (iii) the total number of Performance Shares or Performance Units that may be granted in any calendar year to any Covered Employee shall not exceed 1,500,000 Performance Shares or Performance Units, as the case may be; (iv) the total number of Shares that are intended to qualify for deduction under Section 162(m) of the Code granted pursuant to Article 10 herein in any calendar year to any Covered Employee shall not exceed 1,500,000 Shares; (v) the total cash Award that is intended to qualify for deduction under Section 162(m) of the Code that may be paid pursuant to Article 10 herein in any calendar year to any Covered Employee shall not exceed \$6,000,000; and (vi) the aggregate number of Dividend Equivalents that are intended to qualify for deduction under Section 162(m) of the Code that a Covered Employee may receive in any calendar year shall not exceed \$6,000,000.

## Article 5. Eligibility and Participation

5.1 *Eligibility.* Persons eligible to participate in the Plan include all officers and key employees of the Company and its Subsidiaries, as determined by the Committee, including Employees who are members of the Board, but excluding Directors who are not Employees.

5.2 *Actual Participation.* Subject to the provisions of the Plan, the Committee may, from time to time, select from all eligible Employees those to whom Awards shall be granted and shall determine the nature and amount of each Award.

## Article 6. Stock Options

6.1 *Grant of Options.* Subject to the terms and conditions of the Plan, Options may be granted to an Eligible Employee at any time and from time to time, as shall be determined by the Committee.

The Committee shall have complete discretion in determining the number of Shares subject to Options granted to each Participant (subject to Article 4 herein) and, consistent with the provisions of the Plan, in determining the terms and conditions pertaining to such Options. The Committee may grant ISOs, NQSOs, or a combination thereof.

6.2 *Option Award Agreement.* Each Option grant shall be evidenced by an Option Award Agreement that shall specify the Option Price, the term of the Option, the number of Shares to which the Option pertains, the Exercise Period and such other provisions as the Committee shall determine, including but not limited to any rights to Dividend Equivalents. The Option Award Agreement shall also specify whether the Option is intended to be an ISO or an NQSO.

The Option Price for each Share purchasable under any Incentive Stock Option granted hereunder shall be not less than one hundred percent (100%) of the Fair Market Value per Share at the date the Option is granted; and provided, further, that in the case of an Incentive Stock Option granted to a person who, at the time such Incentive Stock Option is granted, owns shares of stock of the Company or of any Subsidiary which possess more than ten percent (10%) of the total combined voting power of all classes of shares of stock of the Company or of any Subsidiary, the Option Price for each Share shall be not less than

one hundred ten percent (110%) of the Fair Market Value per Share at the date the Option is granted. The Option Price will be subject to adjustment in accordance with the provisions of Section 4.2 of the Plan.

No Incentive Stock Option by its terms shall be exercisable after the expiration of ten (10) years from the date of grant of the Option; provided, however, in the case of an Incentive Stock Option granted to a person who, at the time such Option is granted, owns shares of stock of the Company or of any Subsidiary possessing more than ten percent (10%) of the total combined voting power of all classes of shares of stock of the Company or of any Subsidiary, such Option shall not be exercisable after the expiration of five (5) years from the date such Option is granted.

6.3 *Exercise of and Payment for Options.* Options granted under the Plan shall be exercisable at such times and be subject to such restrictions and conditions as the Committee shall in each instance approve.

A Participant may exercise an Option at any time during the Exercise Period. Options shall be exercised by the delivery of a written notice of exercise to the Company or its designee, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by provisions for full payment for the Shares.

The Option Price upon exercise of any Option shall be payable either: (a) in cash or its equivalent, (b) by tendering previously acquired Shares having an aggregate Fair Market Value at the time of exercise equal to the total Option Price (provided that Shares which are tendered must have been held by the Participant for at least six (6) months prior to their tender to satisfy the Option Price), (c) by share withholding, (d) by cashless exercise or (e) by a combination of (a),(b),(c), and/or (d).

As soon as practicable after receipt of a written notification of exercise of an Option, provisions for full payment therefor and satisfaction or provision for satisfaction of any tax withholding or other obligations, the Company shall (i) deliver to the Participant, in the Participant's name or the name of the Participant's designee, a Share certificate or certificates in an appropriate aggregate amount based upon the number of Shares purchased under the Option, or (ii) cause to be issued in the Participant's name or the name of the Participant's designee, in book-entry form, an appropriate number of Shares based upon the number of Shares purchased under the Option.

6.4 *Termination of Employment.* Each Option Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the Option following termination of the Participant's employment with the Company and its Subsidiaries. Such provisions shall be determined in the sole discretion of the Committee (subject to applicable law), shall be included in the Option Award Agreement entered into with Participants, need not be uniform among all Options granted pursuant to the Plan or among Participants and may reflect distinctions based on the reasons for termination of employment. If the employment of a Participant by the Company or by any Subsidiary is terminated for any reason other than death, any Incentive Stock Option granted to such Participant may not be exercised later than three (3) months (one (1) year in the case of termination due to Disability) after the date of such termination of employment.

6.5 *Transferability of Options.* Except as otherwise determined by the Committee and set forth in the Option Award Agreement, no Option granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution, and all Incentive Stock Options granted to a Participant under the Plan shall be exercisable during his or her lifetime only by such Participant.

## **Article 7. Stock Appreciation Rights**

7.1 *Grant of SARs.* Subject to the terms and conditions of the Plan, an SAR may be granted to an Eligible Employee at any time and from time to time as shall be determined by the Committee. The Committee may grant Freestanding SARs, Tandem SARs or any combination of these forms of SAR.

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The Committee shall have complete discretion in determining the number of SARs granted to each Participant (subject to Article 4 herein) and, consistent with the provisions of the Plan, in determining the terms and conditions pertaining to such SARs.

The Base Value of a Freestanding SAR shall equal the Fair Market Value of a Share on the date of grant of the SAR. The Base Value of Tandem SARs shall equal the Option Price of the related Option.

*7.2 SAR Award Agreement.* Each SAR grant shall be evidenced by an SAR Award Agreement that shall specify the number of SARs granted, the Base Value, the term of the SAR, the Exercise Period and such other provisions as the Committee shall determine.

*7.3 Exercise and Payment of SARs.* Tandem SARs may be exercised for all or part of the Shares subject to the related Option upon the surrender of the right to exercise the equivalent portion of the related Option. A Tandem SAR may be exercised only with respect to the Shares for which its related Option is then exercisable.

Notwithstanding any other provision of the Plan to the contrary, with respect to a Tandem SAR granted in connection with an ISO: (i) the Tandem SAR will expire no later than the expiration of the underlying ISO; (ii) the value of the payout with respect to the Tandem SAR may be for no more than one hundred percent (100%) of the difference between the Option Price of the underlying ISO and the Fair Market Value of the Shares subject to the underlying ISO at the time the Tandem SAR is exercised; and (iii) the Tandem SAR may be exercised only when the Fair Market Value of the Shares subject to the ISO exceeds the Option Price of the ISO.

Freestanding SARs may be exercised upon whatever terms and conditions the Committee, in its sole discretion, imposes upon them.

A Participant may exercise an SAR at any time during the Exercise Period. SARs shall be exercised by the delivery of a written notice of exercise to the Company, setting forth the number of SARs being exercised. Upon exercise of an SAR, a Participant shall be entitled to receive payment from the Company in an amount equal to the product of:

- (a) the excess of (i) the Fair Market Value of a Share on the date of exercise over (ii) the Base Value multiplied by
- (b) the number of Shares with respect to which the SAR is exercised.

At the sole discretion of the Committee, the payment to the Participant upon SAR exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

*7.4 Termination of Employment.* Each SAR Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the SAR following termination of the Participant's employment with the Company and its Subsidiaries. Such provisions shall be determined in the sole discretion of the Committee, shall be included in the SAR Award Agreement entered into with Participants, need not be uniform among all SARs granted pursuant to the Plan or among Participants and may reflect distinctions based on the reasons for termination of employment.

*7.5 Transferability of SARs.* Except as otherwise determined by the Committee and set forth in the SAR Award Agreement, no SAR granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution, and all SARs granted to a Participant under the Plan shall be exercisable during his or her lifetime only by such Participant or his or her legal representative.

## Article 8. Restricted Stock

8.1 *Grant of Restricted Stock.* Subject to the terms and conditions of the Plan, Restricted Stock may be granted to Eligible Employees at any time and from time to time, as shall be determined by the Committee.

The Committee shall have complete discretion in determining the number of shares of Restricted Stock granted to each Participant (subject to Article 4 herein) and, consistent with the provisions of the Plan, in determining the terms and conditions pertaining to such Restricted Stock.

In addition, the Committee may, prior to or at the time of grant, designate an Award of Restricted Stock as Qualified Restricted Stock, in which event it will condition the grant or vesting, as applicable, of such Qualified Restricted Stock upon the attainment of the Performance Goals selected by the Committee.

8.2 *Restricted Stock Award Agreement.* Each Restricted Stock grant shall be evidenced by a Restricted Stock Award Agreement that shall specify the Period or Periods of Restriction, the number of Restricted Stock Shares granted and such other provisions as the Committee shall determine.

8.3 *Transferability.* Restricted Stock granted hereunder may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction established by the Committee and specified in the Restricted Stock Award Agreement. All rights with respect to the Restricted Stock granted to a Participant under the Plan shall be available during his or her lifetime only to such Participant or his or her legal representative.

8.4 *Certificate Legend.* Each certificate representing Restricted Stock granted pursuant to the Plan may bear a legend substantially as follows:

"The sale or other transfer of the shares of stock represented by this certificate, whether voluntary, involuntary or by operation of law, is subject to certain restrictions on transfer as set forth in MDU Resources Group, Inc. Long-Term Performance-Based Incentive Plan, and in a Restricted Stock Award Agreement. A copy of such Plan and such Agreement may be obtained from MDU Resources Group, Inc."

The Company shall have the right to retain the certificates representing Restricted Stock in the Company's possession until such time as all restrictions applicable to such Shares have been satisfied.

8.5 *Removal of Restrictions.* Restricted Stock shall become freely transferable by the Participant after the last day of the Period of Restriction applicable thereto. Once Restricted Stock is released from the restrictions, the Participant shall be entitled to have the legend referred to in Section 8.4 removed from his or her stock certificate.

8.6 *Voting Rights.* During the Period of Restriction, Participants holding Restricted Stock may exercise full voting rights with respect to those Shares.

8.7 *Dividends and Other Distributions.* Subject to the Committee's right to determine otherwise at the time of grant, during the Period of Restriction, Participants holding Restricted Stock shall receive all regular cash dividends paid with respect to all Shares while they are so held. All other distributions paid with respect to such Restricted Stock shall be credited to Participants subject to the same restrictions on transferability and forfeitability as the Restricted Stock with respect to which they were paid and shall be paid to the Participant within forty-five (45) days following the full vesting of the Restricted Stock with respect to which such distributions were made.

8.8 *Termination of Employment.* Each Restricted Stock Award Agreement shall set forth the extent to which the Participant shall have the right to receive unvested Restricted Stock following termination of the Participant's employment with the Company and its Subsidiaries. Such provisions shall be determined in the sole discretion of the Committee, shall be included in the Restricted Stock Award Agreement entered

into with Participants, need not be uniform among all grants of Restricted Stock or among Participants and may reflect distinctions based on the reasons for termination of employment.

#### Article 9. Performance Units and Performance Shares

9.1 *Grant of Performance Units and Performance Shares.* Subject to the terms and conditions of the Plan, Performance Units and/or Performance Shares may be granted to an Eligible Employee at any time and from time to time, as shall be determined by the Committee.

The Committee shall have complete discretion in determining the number of Performance Units and/or Performance Shares granted to each Participant (subject to Article 4 herein) and, consistent with the provisions of the Plan, in determining the terms and conditions pertaining to such Awards.

9.2 *Performance Unit/Performance Share Award Agreement.* Each grant of Performance Units and/or Performance Shares shall be evidenced by a Performance Unit and/or Performance Share Award Agreement that shall specify the number of Performance Units and/or Performance Shares granted, the initial value (if applicable), the Performance Period, the Performance Goals and such other provisions as the Committee shall determine, including but not limited to any rights to Dividend Equivalents.

9.3 *Value of Performance Units/Performance Shares.* Each Performance Unit shall have an initial value that is established by the Committee at the time of grant. The value of a Performance Share shall be equal to the Fair Market Value of a Share. The Committee shall set Performance Goals in its discretion which, depending on the extent to which they are met, will determine the number and/or value of Performance Units/Performance Shares that will be paid out to the Participants. The time period during which the Performance Goals must be met shall be called a "Performance Period."

9.4 *Earning of Performance Units/Performance Shares.* After the applicable Performance Period has ended, the holder of Performance Units/Performance Shares shall be entitled to receive a payout with respect to the Performance Units/Performance Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding Performance Goals have been achieved.

9.5 *Form and Timing of Payment of Performance Units/Performance Shares.* Payment of earned Performance Units/Performance Shares shall be made following the close of the applicable Performance Period. The Committee, in its sole discretion, may pay earned Performance Units/Performance Shares in cash or in Shares (or in a combination thereof), which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Performance Shares at the close of the applicable Performance Period. Such Shares may be granted subject to any restrictions deemed appropriate by the Committee.

9.6 *Termination of Employment.* Each Performance Unit/Performance Share Award Agreement shall set forth the extent to which the Participant shall have the right to receive a Performance Unit/Performance Share payment following termination of the Participant's employment with the Company and its Subsidiaries during a Performance Period. Such provisions shall be determined in the sole discretion of the Committee, shall be included in the Award Agreement entered into with Participants, need not be uniform among all grants of Performance Units/Performance Shares or among Participants and may reflect distinctions based on reasons for termination of employment.

9.7 *Transferability.* Except as otherwise determined by the Committee and set forth in the Performance Unit/Performance Share Award Agreement, Performance Units/Performance Shares may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution, and a Participant's rights with respect to Performance Units/Performance Shares granted under the Plan shall be available during the Participant's lifetime only to such Participant or the Participant's legal representative.

#### Article 10. Other Awards

The Committee shall have the right to grant other Awards which may include, without limitation, the grant of Shares based on attainment of Performance Goals established by the Committee, the payment of Shares in lieu of cash, the payment of cash based on attainment of Performance Goals established by the Committee, and the payment of Shares in lieu of cash under other Company incentive or bonus programs. Payment under or settlement of any such Awards shall be made in such manner and at such times as the Committee may determine.

#### Article 11. Beneficiary Designation

Each Participant under the Plan may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under the Plan is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

The spouse of a married Participant domiciled in a community property jurisdiction shall join in any designation of beneficiary or beneficiaries other than the spouse.

#### Article 12. Deferrals

The Committee may permit a Participant to defer the Participant's receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under the Plan. If any such deferral election is permitted, the Committee shall, in its sole discretion, establish rules and procedures for such payment deferrals.

#### Article 13. Rights of Employees

13.1 *Employment.* Nothing in the Plan shall interfere with or limit in any way the right of the Company to terminate any Participant's employment at any time, for any reason or no reason in the Company's sole discretion, nor confer upon any Participant any right to continue in the employ of the Company.

13.2 *Participation.* No Employee shall have the right to be selected to receive an Award under the Plan, or, having been so selected, to be selected to receive a future Award.

#### Article 14. Change in Control

The terms of this Article 14 shall immediately become operative, without further action or consent by any person or entity, upon a Change in Control, and once operative shall supersede and take control over any other provisions of this Plan.

Upon a Change in Control

- (a) Any and all Options and SARs granted hereunder shall become immediately exercisable;
- (b) Any restriction periods and restrictions imposed on Restricted Stock, Qualified Restricted Stock or Awards granted pursuant to Article 10 (if not performance-based) shall be deemed to have expired and such Restricted Stock, Qualified Restricted Stock or Stock Awards shall become immediately vested in full; and
- (c) The target payout opportunity attainable under all outstanding Awards of Performance Units, Performance Shares and Awards granted pursuant to Article 10 (if performance-based) shall be deemed to have been fully earned for the entire Performance Period(s) as of the effective date of

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the Change in Control, and shall be paid out promptly in Shares or cash pursuant to the terms of the Award Agreement, or in the absence of such designation, as the Committee shall determine.

### Article 15. Amendment, Modification and Termination

15.1 *Amendment, Modification and Termination.* The Board may, at any time and from time to time, alter, amend, suspend or terminate the Plan, in whole or in part, provided that no amendment shall be made which shall increase the total number of Shares that may be issued under the Plan, materially modify the requirements for participation in the Plan, or materially increase the benefits accruing to Participants under the Plan, in each case unless such amendment is approved by the stockholders. The Board of Directors of the Company is also authorized to amend the Plan and the Options granted hereunder to maintain qualification as "incentive stock options" within the meaning of Section 422 of the Code, if applicable.

15.2 *Awards Previously Granted.* No termination, amendment or modification of the Plan shall adversely affect in any material way any Award previously granted under the Plan, without the written consent of the Participant holding such Award, unless such termination, modification or amendment is required by applicable law and except as otherwise provided herein.

### Article 16. Withholding

16.1 *Tax Withholding.* The Company shall have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy Federal, state and local taxes (including the Participant's FICA obligation) required by law to be withheld with respect to an Award made under the Plan.

16.2 *Share Withholding.* With respect to withholding required upon the exercise of Options or SARs, upon the lapse of restrictions on Restricted Stock, or upon any other taxable event arising out of or as a result of Awards granted hereunder, Participants may elect to satisfy the withholding requirement, in whole or in part, by tendering previously-owned Shares or by having the Company withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the statutory total tax which could be imposed on the transaction. All elections shall be irrevocable, made in writing and signed by the Participant.

### Article 17. Minimum Vesting

Notwithstanding any other provision of the Plan to the contrary, (a) the minimum vesting period for Full Value Awards with no performance-based vesting characteristics must be at least three years (vesting may occur ratably each month, quarter or anniversary of the grant date over such vesting period); (b) the minimum vesting period for Full Value Awards with performance-based vesting characteristics must be at least one year; and (c) the Committee shall not have discretion to accelerate vesting of Full Value Awards except in the event of a Change in Control or similar transaction, or the death, disability, or termination of employment of a Participant; provided, however, that the Committee may grant a "de minimis" number of Full Value Awards that do not comply with the foregoing minimum vesting standards. For this purpose "de minimis" means 331,279 Shares available for issuance as Full Value Awards under the Plan, subject to adjustment under Section 4.2 herein.

### Article 18. Successors

All obligations of the Company under the Plan, with respect to Awards granted hereunder, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the business and/or assets of the Company.



### Article 19. Legal Construction

19.1 *Gender and Number.* Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular and the singular shall include the plural.

19.2 *Severability.* In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

19.3 *Requirements of Law.* The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

19.4 *Governing Law.* To the extent not preempted by Federal law, the Plan, and all agreements hereunder, shall be construed in accordance with, and governed by, the laws of the State of Delaware.

### Article 20. Accounting Restatements

This Article 20 shall apply to Awards granted to all Participants in the Plan. Notwithstanding anything in the Plan or in any Award Agreement to the contrary, if the Company's audited financial statements are restated, the Committee may, in accordance with the Company's *Guidelines for Repayment of Incentives Due to Accounting Restatements*, take such actions as it deems appropriate (in its sole discretion) with respect to

- (a) Awards then outstanding (including Awards that have vested or otherwise been earned but with respect to which payment of cash or distribution of Shares, as the case may be, has not been made or deferred and also including unvested or unpaid Dividend Equivalents attributable to such outstanding Awards) ("Outstanding Awards") and
- (b) vested, earned and/or exercised Awards and any cash or Shares received with respect to Awards (including, without limitation, dividends and Dividend Equivalents), in each case to the extent payment of cash or distribution of Shares, as the case may be, was received or deferred within the 3 year period preceding the restatement ("Prior Awards"), provided such Prior Awards were not vested, earned, exercised or paid prior to the date the Plan was amended to add this Article 20,

if the terms of any such Outstanding Awards or Prior Awards or the benefits received by a Participant with respect to any such Outstanding Awards or Prior Awards (including, without limitation, dividends or Dividend Equivalents credited or distributed to a Participant and/or consideration received upon the sale of Shares that were acquired pursuant to the vesting, settlement or exercise of a Prior Award) are, or would have been, directly impacted by the restatement, including, without limitation, (i) securing (or causing to be secured) repayment of all or a portion of any amounts paid, distributed or deferred (including, without limitation, dividends or Dividend Equivalents and/or consideration received upon the sale of Shares that were acquired pursuant to the vesting, settlement or exercise of a Prior Award), (ii) granting additional Awards or making (or causing to be made) additional payments or distributions (or crediting additional deferrals) with respect to Prior Awards, (iii) rescinding vesting (including accelerated vesting) of Outstanding Awards and/or (iv) causing the forfeiture of Outstanding Awards. The Committee may, in its sole discretion, take different actions pursuant to this Article 20 with respect to different Awards, different Participants (or beneficiaries) and/or different classes of Awards or Participants (or beneficiaries). The Committee has no obligation to take any action permitted by this Article 20. The Committee may consider any factors it chooses in taking (or determining whether to take) any action permitted by this Article 20, including, without limitation, the following:

- (A) The reason for the restatement of the financial statements;

- (B) The amount of time between the initial publication and subsequent restatement of the financial statements; and
- (C) The Participant's current employment status, and the viability of successfully obtaining repayment.

If the Committee requires repayment of all or part of a Prior Award, the amount of repayment shall be determined by the Committee based on the circumstances giving rise to the restatement. The Committee shall determine whether repayment shall be effected (i) by seeking repayment from the Participant, (ii) by reducing (subject to applicable law and the terms and conditions of the applicable plan, program or arrangement) the amount that would otherwise be provided to the Participant under any compensatory plan, program or arrangement maintained by the Company or any of its affiliates, (iii) by withholding payment of future increases in compensation (including the payment of any discretionary bonus amount) or grants of compensatory awards that would otherwise have been made in accordance with the Company's otherwise applicable compensation practices, or (iv) by any combination of the foregoing. Additionally, by accepting an Award under the Plan, Participants acknowledge and agree that the Committee may take any actions permitted by this Article 20 with respect to Outstanding Awards to the extent repayment is to be made pursuant to another plan, program or arrangement maintained by the Company or any of its affiliates.

#### **Article 21. Code Section 409A Compliance**

To the extent applicable, it is intended that this Plan and any Awards granted hereunder comply with the requirements of Section 409A of the Code and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service ("Section 409A"). Any provision that would cause the Plan or any Award granted hereunder to fail to satisfy Section 409A shall have no force or effect until amended to comply with Section 409A, which amendment may be retroactive to the extent permitted by Section 409A.

**Exhibit B**

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**MDU Resources Group, Inc.  
Statement of Policy  
Director Independence Standards**

**I.  
Policy**

It is the sense of this Board that the expertise and perspective of independent directors is of great value and benefit to MDU Resources Group, Inc. ("MDU") and its stockholders. Accordingly, and in keeping with the other high standards of corporate governance which this Board has established for itself, the listing standards of the New York Stock Exchange, and laws and regulations applicable to MDU, this Board establishes the following guidelines on director independence and for determining whether its members are independent.

**II.  
Director Independence General**

The Board believes that a substantial majority of its members should satisfy these standards for independence.

No director may be deemed independent unless the Board affirmatively determines, after due deliberation, that the director has no material relationship with MDU either directly or as a partner, shareholder or officer of an organization that has a relationship with MDU. In each case, the Board shall broadly consider all the relevant facts and circumstances and shall apply these standards. Trivial or *de minimis* affiliations or connections to MDU by a director or his or her immediate family will not generally be cause for the Board to determine that the director is not independent. In addition a director is not independent if:

- (1) The director is, or has been within the last three years, an employee, or has an immediate family member who is, or has been within the last three years, an executive officer, of MDU.
- (2) The director has received, or has an immediate family member who has received, during any twelve month period within the last three years, more than \$100,000 in direct compensation from MDU, other than director and committee fees and pension or other forms of deferred compensation for prior service (provided such compensation is not contingent in any way on continued service).
- (3) (A) The director or an immediate family member of the director is a current partner of a firm that is MDU's internal or external auditor; (B) the director is a current employee of such a firm; (C) the director has an immediate family member who is a current employee of such a firm and who participates in the firm's audit, assurance or tax compliance (but not tax planning) practice; or (D) the director or an immediate family member of the director was within the last three years (but is no longer) a partner or employee of such a firm and personally worked on MDU's audit within that time.
- (4) The director or an immediate family member of the director is, or has been within the last three years, employed as an executive officer of another company where any of MDU's present executive officers at the same time serves or served on that company's compensation committee.

- (5) The director is a current employee, or an immediate family member is a current executive officer, of a company that has made payments to, or received payments from, MDU for property or services in an amount which in any of the last three fiscal years exceeds the greater of \$1 million, or 2% of such other company's consolidated gross revenues. In applying the foregoing, both the payments and the consolidated gross revenues to be measured will be those reported in the last completed fiscal year. Contributions to tax exempt organizations are not considered "payments" for purposes of this paragraph 5.
- Relationships involving a director's affiliation with another company that account for lesser amounts than those specified in this paragraph 5 will not be considered to be material relationships that would impair the director's independence, provided that the related payments for goods or services or in connection with other contractual arrangements (i) are made in the ordinary course of business and on substantially the same terms as those prevailing at the time for comparable transactions with non-affiliated parties, or (ii) involve the rendering of services as a public utility at rates or charges fixed in conformity with law or governmental authority.
- (6) The director (or an immediate family member of the director) serves as an officer, director or trustee of a not-for-profit organization, and, within the organization's preceding three fiscal years, MDU's discretionary contributions in any single year to the organization exceed 2% of that organization's consolidated gross revenues, or \$1 million, whichever is greater. MDU's automatic matching of employee charitable contributions will not be included in the amount of MDU's contributions for purposes of this paragraph (6).
- (7) The director is (or is affiliated with an organization that is) a significant advisor, counsel or consultant to MDU.
- (8) The ownership of stock of MDU by directors is encouraged and substantial stock ownership (not involving control) will not affect the independence status of a director.

For purposes of Section II(3) of this policy only, "immediate family member" means a director's spouse, minor child or stepchild, or an adult child or stepchild sharing a home with the director. As used elsewhere in this policy, the term "immediate family member" includes a person's spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, and anyone (other than domestic employees) who shares such person's home.

The Board will annually review the commercial, industrial, banking, consulting, legal, accounting and charitable (and other non-profit) relationships between MDU's directors and the organizations with which they and the members of their immediate families have material interests. For relationships that are either not covered by or do not satisfy these guidelines, the determination of whether the relationship is material or not, and therefore whether the director would be independent or not, shall be made by the directors satisfying the independence guidelines.

### **III. Director Independence Audit Committee Members**

No director who is a member of the Audit Committee of the Board may accept any consulting, advisory or compensatory fee from MDU, or from any of its subsidiary companies, other than in that director's capacity as a member of the Board or any of the Board's several committees.

In addition, no director who is a member of the Audit Committee may be an affiliated person of MDU or any of its subsidiary companies apart from affiliation occasioned by the director's service as a member of the Board or any of the Board's several committees. A director would be deemed an affiliated person of MDU if that director directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with MDU.

**IV.**  
**Approval, Adoption, Amendment and Restatement**

This Statement of Policy of the Board of Directors of MDU was approved and adopted by resolution of the Board of Directors of MDU at a meeting thereof held the 13<sup>th</sup> day of August, 2003, and was amended and restated the 17<sup>th</sup> day of February, 2005.

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**Exhibit C**

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**MDU RESOURCES GROUP, INC.**

**BOARD OF DIRECTORS' AUDIT COMMITTEE**

**CHARTER**

*Purpose*

The Audit Committee assists the Board in fulfilling its oversight responsibilities to the stockholders, and serves as a communication link among the Board, management, the independent auditors, and the internal auditors. The Audit Committee (a) assists the Board's oversight of (i) the integrity of the Company's financial statements, (ii) the Company's compliance with legal and regulatory requirements, (iii) the independent auditors' qualifications and independence, and (iv) the performance of the Company's internal audit function and independent auditors; and (b) prepares the report that Securities and Exchange Commission rules require be included in the Company's annual proxy statement.

*Authority and Responsibilities*

The Audit Committee shall:

1. Be directly responsible for the appointment, compensation, retention and oversight of the work of the Company's independent auditors (including resolution of disagreements between management and the auditors regarding financial reporting) engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attest services and the independent auditors shall report directly to the Audit Committee. The Audit Committee shall pre-approve all audit and non-audit services by the independent auditors as required by applicable law and the rules of the New York Stock Exchange (the "NYSE").
2. Review annually the overall plan of the audit as proposed by the independent auditors, including the scope of the examination to be performed, the assistance to be provided by the internal auditors and any developments in accounting principles and auditing standards that may affect either the financial statements or the audit.
3. Review and discuss with management and the independent auditors, before filing with the Securities and Exchange Commission, the annual audited financial statements and quarterly financial statements. Review with the independent auditors and management the results of the audit and the Company's specific disclosures under "Management's Discussion and Analysis of Financial Condition and Results of Operations." Discuss matters required to be communicated to audit committees in accordance with Statement on Auditing Standards No. 61.
4. Recommend to the Board whether the audited financial statements should be included in the Company's annual report on Form 10-K.
5. Review with the independent auditors any audit problems or difficulties and management's response.
6. Report to the Board on the scope and results of the annual audit, including a report prepared in accordance with Item 306 of Regulation S-K to be included in the Company's proxy statement, and from time to time report on other activities of the Committee and recommend to the Board such changes, additions or variations in the auditing, accounting and control functions as the Committee may deem desirable.

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7. Actively engage in a dialogue with the independent auditors with respect to any disclosed relationships or services that may impact the objectivity and independence of the independent auditors and recommend that the Board take appropriate action in response to the independent auditors' written statement to satisfy itself of the independent auditors' independence.
8. With the independent auditors, management and the internal auditors, periodically review and discuss significant (a) financial reporting issues and practices, and critical accounting policies and estimates, (b) issues regarding accounting principles and financial statement presentation (including any significant changes in the Company's selection or application of accounting principles), and (c) issues as to the adequacy of the Company's internal control systems and compliance with applicable laws and regulations. Assess management's attitude toward internal controls, the process for establishing and monitoring internal control systems and any special audit steps adopted in light of material control deficiencies.
9. Review annually the scope and results of the internal audit program. Review with the internal audit manager compliance with appropriate audit standards.
10. Review and concur in the appointment or replacement of the internal audit manager.
11. Periodically evaluate whether rotation of the independent auditor firm would be in the best interests of the Company considering, among other things, auditor independence, audit quality, costs and any loss of institutional knowledge. (The lead audit partner, concurring audit partner, and other auditors of the independent auditor shall be subject to rotation in accordance with the Sarbanes-Oxley Act of 2002 and Regulation S-X of the Securities and Exchange Commission.)
12. At least annually, obtain and review a report by the independent auditors describing: the independent auditors' internal quality control procedures; any material issues raised by the most recent internal quality control review, or peer review, of the independent auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the independent auditors, and any steps taken to deal with any such issues; and (to assess the independent auditors' independence) all relationships between the independent auditors and the Company.
13. Discuss earnings press releases, as well as financial information and earnings guidance provided to analysts and rating agencies.
14. Discuss with management policies with respect to risk assessment and risk management.
15. Meet at least quarterly with management, the internal audit manager, and the independent auditors in separate executive sessions. The Audit Committee shall meet at such times and report to the Board regarding its deliberations, as necessary.
16. On a quarterly basis, the Chair of the Committee shall perform a review of the expense reports of the Chief Executive Officer.
17. Set clear hiring policies for employees or former employees of the independent auditors.
18. Report regularly to the Board of Directors on any issues that arise with respect to the quality or integrity of the Company's financial statements, the Company's compliance with legal or regulatory requirements, the performance and independence of the Company's independent auditors and the performance of the internal audit function.
19. Establish procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters, including procedures for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.





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20. Perform an annual performance evaluation of the Audit Committee.
21. Review the Code of Conduct report presented annually by the General Counsel.
22. Review and reassess the adequacy of the Audit Committee Charter on an annual basis.
23. Conduct or authorize investigations into any activities it deems necessary and appropriate.
24. Retain and discharge, and approve fees and other terms and conditions for retention of, independent experts in accounting and auditing, legal counsel and other experts or advisors as it may deem appropriate.
25. Direct any officer or employee of the Company or request any employee of the Company's independent auditors, outside legal counsel or such other individual as it may deem appropriate to attend Audit Committee meetings or meet with any Audit Committee members.

### *Composition*

The Audit Committee is a standing committee of the Board. The Audit Committee shall consist of not less than three members of the Board, each of whom (A) satisfies the requirements for independence pursuant to law and the listing standards of the NYSE, and (B) is financially literate as required by the listing standards of the NYSE. At least one Committee member shall have accounting or related financial management expertise as required by the listing standards of the NYSE. Committee members may not serve on audit committees of more than two other publicly traded companies. Committee members shall serve at the pleasure of the Board and for such term or terms as the Board may determine.

### *Resources*

The Audit Committee shall have the resources and appropriate funding, as determined by the Audit Committee, to discharge its duties and responsibilities including, without limitation, funding for the payment of (i) compensation to any accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for the Company, (ii) compensation to any advisors employed by the Committee, and (iii) ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties.

### *Delegation of Authority*

The Audit Committee may delegate to one or more of its members the authority to grant pre-approvals of audit and non-audit services to be performed by the Company's independent auditors, subject to such guidelines as the Audit Committee may determine. Any such decisions to pre-approve shall be presented to the Audit Committee at its next following regular meeting.

### *Date of Creation*

August 3, 1972

### *Charter Adopted*

January 31, 1979 and restated August 4, 1983, May 6, 1993, May 16, 1996, May 15, 1997, May 11, 2000, May 15, 2003, November 13, 2003, and February 17, 2005.

### *Date Issued*

February 17, 2005



## MDU RESOURCES GROUP, INC.

### ANNUAL MEETING OF STOCKHOLDERS

Tuesday, April 25, 2006

11:00 a.m. Central Daylight Savings Time

909 Airport Road  
Bismarck, ND

If you consented to access the **Annual Report to Stockholders and Proxy Statement** via the Internet, these documents may be viewed by going to the MDU Resources Group, Inc. website.

**The website address is: [www.mdu.com/2006-proxy.html](http://www.mdu.com/2006-proxy.html)**

If you would like to access the proxy materials electronically next year go to the following Consent site address: [www.econsent.com/mdu/](http://www.econsent.com/mdu/)

[MDU RESOURCES LOGO]

1200 West Century Avenue

*Mailing Address:*

P.O. Box 5650

Bismarck, ND 58506-5650

(701) 530-1000

proxy

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**This proxy is solicited on behalf of the Board of Directors for the Annual Meeting of Stockholders on April 25, 2006.**

**This proxy will also be used to provide voting instructions to New York Life Trust Company, as Trustee of the MDU Resources Group, Inc. 401(k) Retirement Plan, for any shares of Company common stock held in the plan.**

The undersigned hereby appoints Martin A. White and Paul K. Sandness and each of them, proxies, with full power of substitution, to vote all Common Stock of the undersigned at the Annual Meeting of Stockholders to be held at 11:00 a.m. (CDT), April 25, 2006, at 909 Airport Road, Bismarck, ND, and at any adjournment thereof, upon all subjects that may properly come before the meeting, including the matters described in the Proxy Statement furnished herewith, subject to any directions indicated on the reverse side. **Your vote is important! Ensure that your shares are represented at the meeting.** Either (1) submit your proxy by touch-tone telephone, (2) submit your proxy by Internet, or (3) mark, date, sign, and return this letter proxy in the envelope provided (no postage is necessary if mailed in the United States). **If no directions are given, the proxies will vote in accordance with the Directors' recommendation on all matters listed on this proxy, and at their discretion on any other matters that may properly come before the meeting.**

*See reverse for voting instructions.*

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**COMPANY #**

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**There are three ways to vote your Proxy**

Your telephone or Internet vote authorizes the Named Proxies to vote your shares in the same manner as if you marked, dated, signed and returned your proxy card.

**VOTE BY PHONE TOLL FREE 1-800-560-1965 QUICK\*\*\* EASY\*\*\* IMMEDIATE**

Use any touch-tone telephone to vote your proxy 24 hours a day, 7 days a week, until 12:00 noon (CDT) on Monday, April 24, 2006.  
 Please have your proxy card and the last four digits of your Social Security Number or Tax Payer Identification Number available.  
 Follow the simple instructions the Voice provides you.

**VOTE BY INTERNET www.eproxy.com/mdu/ QUICK\*\*\* EASY\*\*\* IMMEDIATE**

Use the Internet to vote your proxy 24 hours a day, 7 days a week, until 12:00 noon (CDT) on Monday, April 24, 2006.  
 Please have your proxy card and the last four digits of your Social Security Number or Tax Payer Identification Number available.  
 Follow the simple instructions to obtain your records and create an electronic ballot.

The Company has been advised by counsel that the procedures for Internet and Telephone voting are consistent with the requirements of applicable law.

**VOTE BY MAIL**

Mark, sign and date your proxy card and return it in the postage-paid envelope we've provided or return it to MDU Resources Group, Inc., c/o Shareowner Services<sup>SM</sup>, P.O. Box 64873, St. Paul, MN 55164-0873.

**If you vote by Phone or Internet, please do not mail your Proxy Card.**

*Please detach here*

**The Board of Directors Recommends a Vote "FOR" all Nominees and "FOR" Items 2 and 3.**

1.	<b>Election of directors:</b>	01 Richard H. Lewis 02 Harry J. Pearce	03 Sister Thomas Welder, O.S.B.	o	Vote FOR all nominees (except as indicated below)	o	Vote WITHHELD from all nominees
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(Instructions: To withhold authority to vote for any indicated nominee, write the number(s) of the nominee(s) in the box provided to the right.)

2.	<b>Ratify the appointment of Deloitte &amp; Touche LLP as the Company's independent auditors for 2006</b>	o For	o Against	o Abstain
3.	<b>Approve the Long-Term Performance-Based Incentive Plan</b>	o For	o Against	o Abstain

**THIS PROXY WHEN PROPERLY EXECUTED WILL BE VOTED AS DIRECTED OR, IF NO DIRECTION IS GIVEN, WILL BE VOTED FOR EACH PROPOSAL.**

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Address Change? Mark Box  Indicate changes below:

Date

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Signature(s) in box

Please sign exactly as your name(s) appear on Proxy. If held in joint tenancy, all persons must sign. Trustees, administrators, etc., should include title and authority. Corporations should provide full name of corporation and title of authorized officer signing the proxy.

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