

The Public Utilities Board

IN THE MATTER OF *The Public Utilities Board Act (Manitoba)* and an Application by
Centra Gas Manitoba Inc. for an Order of the Public Utilities Board Approving Changes
to Natural Gas Rates

Koch Fertilizer Canada, ULC

**Motion for Access to Confidential Information Filed in Connection with
Centra Gas Manitoba Inc.'s 2019/2020 General Rate Application**

June 14, 2019

I. OVERVIEW

1. Pursuant to Rules 22 and 13 of the Rules of Practice and Procedure Koch Fertilizer Canada, ULC (**Koch**) applies to the Public Utilities Board (the **PUB**) for access to confidential information filed in this 2019\20 General Rate Application by Centra Gas Manitoba (**Centra**).

II. RELIEF REQUESTED

2. Koch requests the following relief:

- (a) An Order directing Centra to allow access to the confidential information contained in Tabs 10 and 11 of its Application and the related Information Request responses to Koch's counsel (Lewis Manning/Lawson Lundell LLP) and consultant (Brian Collins/Brubaker & Associates Inc.) (collectively, **Koch's representatives**);
- (b) Adequate time after provision of the confidential information to allow Koch's representatives to make information requests to Centra in relation to the confidential information and an adequate time to consider Centra's responses;
- (c) Allow Koch's representative to receive and properly consider such confidential information from Centra as may be necessary to:
 - (i) know, understand, and respond to Centra's proposed approach to the functionalization and allocation of its system costs in its proposed Cost of Service Study (**COS**) and Centra's proposed rationale for the continued use of the Peak and Average methodology as compared to other methodologies that may be appropriate such as those that use coincident design allocators, or those that consider a direct assignment of the transmission facilities costs that are utilized in providing service to Koch;
 - (ii) to allow Koch and all parties the full opportunity to be heard and respond to Centra's proposal with expert COS and rate design evidence that can be properly considered by the PUB in determining just and reasonable rates for Centra.
- (d) Establishing a process that allows for all parties to be afforded the full opportunity to produce evidence and be heard on all the COS issues at a public hearing, such issues to include:
 - (i) the rationale, methodology and nature of the COS study proposed by Centra;

- (ii) alternative approaches to determining an appropriate methodology to consider for Centra in the context of the rate increases and proposed increase in system cost proposed by Centra such that the burden of meeting Centra's total revenue requirement is distributed fairly and without arbitrariness, capriciousness, and inequities among the beneficiaries of the service to so as to avoid undue discrimination;¹
- (e) Suspension of the current process schedule until a ruling is made in relation to the relief requested herein on such terms as the PUB determines appropriate;
- (f) Deferring any rate increase until such time as the Board has determined the process it deems appropriate to fully consider COS issues and proceed to receive and consider such expert evidence as the parties place before the Board for its consideration and subsequent deliberations; and
- (g) Such other relief that may be appropriate to allow Koch and other parties their basic rights to natural justice and procedural fairness, including approval of the form of undertaking and confidentiality agreements the Board deems appropriate to facilitate access to the confidential information requested herein.

III. BRIEF PROCEDURAL HISTORY

3. Centra's proposed rate change will significantly affect Koch and its competitive position in the marketplace. Koch is a significant long-term economic contributor to Manitoba.
4. Koch was granted intervenor status in this GRA in Order 24/19. Koch is also a member of the Industrial Gas Users group.
5. Pursuant to Rule 13(2), the Board allowed that portions of Centra's GRA filing were provided in confidence and that certain information would not be placed on the public record.
6. Centra advised that it was open to providing confidential information to certain intervenors and their consultant if they do not provide advice to competing parties or commercial counterparties of Centra. Intervenors were asked to first communicate with Centra to resolve the disclosure issues before bringing motions to the Board to resolve.
7. Consumer Association of Canada was provided with full access to the confidential information following its solicitor's execution of an undertaking and its' consultants execution of a confidentiality agreement.

¹ Bonbright, Principles of Public Utility Rates, 2nd Ed. At page385

8. The Industrial Gas Users (**IGU**) filed a motion requesting that its lawyers and consultants access all of Centra's filed confidential information.

9. In its recent Order 77/19, the Board found that IGU's counsel and consultants should be granted access to the confidential information in tabs 7, 10 and 11, and the information requests based on these tabs, provided they execute appropriate non-disclosure agreements and solicitor's undertakings. Koch seeks an Order allowing it to access the same information in tabs 10 and 11 of Centra's application under the same terms.

10. The Board cautioned in its decision that under no circumstances are the individual members of IGU to be granted access to confidential information. Koch understands and acknowledges this requirement.

11. By virtue of Koch's unique customer characteristics and load profile, Koch requires independent advice from its own COS expert. There will be no duplication with IGU's consultant and Koch will continue to cooperate with IGU to the extent its interests are aligned (Ex KOCH-2 (April 12 2019 letter to PUB)).

IV. ATTEMPTS TO RESOLVE THIS ISSUE

12. After Order 77/19 was released, Mr. Manning, Koch's legal counsel, emailed Centra's counsel, Mr. Czarnecki, seeking access to the confidential information on the same basis as granted to IGU.

13. Mr. Manning suggested that Koch, as a member of the IGU should have its counsel and consultant afforded access to the confidential information on the same terms as IGU counsel and consultants, and that Koch's COS expert be afforded the opportunity to attend the then June 6 scheduled meeting with Centra to review COS issues.

14. Mr. Czarnecki responded to Mr. Manning on June 5, 2019, disagreeing with his view, and to date Centra has refused to provide Koch's counsel and consultant access to all confidential information in relation to the COS study.

V. THE TEST AND THE ARGUMENT

15. As suggested by Centra, Koch will apply the two part test for access to confidential information, which is:

- (a) Confidential information will be released to intervenors who have a *bona fide* need for access in connection with the regulatory proceeding and who do not have competing commercial interest or are not otherwise conflicted; and

- (b) Koch must then establish that such *bona fide* need outweighs the Board's determination that holding the information in confidence is in the public interest.
16. Koch has a *bona fide* need to access the confidential information. Satisfaction by Koch of this part of the test will most likely not be challenged by Centra.
17. Centra is proposing significant rate increases for Koch in the range of 60%.
18. As Koch noted in Ex KOCH-2 (April 12 2019 letter to PUB) the proposed rate increase is disproportionately large for Koch and will significantly increase Koch's operating costs and impact Koch's long-term competitiveness. Koch is directly and materially interested in the areas of cost of service and allocation of costs to the various customers classes served by Centra.
19. The proposed level of rate increase is far above that which is normally considered rate shock and it is difficult to see how such a significant proposed increase can be viewed as consistent with either a stable or predictable rate. Indeed, it is a significant change that carries with it the prospect of serious and adverse impacts to Koch.²
20. The level of the proposed rate increase suggests something is wrong. It is exceptionally large, and to Koch's understanding is not driven by any specific requests it has made for increased levels of service or facilities.
21. Koch must be allowed to participate fully and adequately in testing the cost of service case Centra is putting forward in a meaningful way. Koch must be allowed to know the case Centra is putting forward and meet it as its interests require.
22. In the absence of access to the confidential information, Koch will not be able to assess the level of potential cross-subsidization inherent in the Centra COS study, the level to which if any the proposed rate increase is based on costs actually incurred on the system to provide service to Koch,³ or other customers, or whether the costs assigned to Koch in the COS meet the Board's prudence standard.⁴

² <http://pubmanitoba.ca/v1/about-pub/regulatoryprinciples.html>

Rate stability and predictability

This principle requires rates to remain stable and predictable, at least to the extent practical. Therefore, the principle may justify smoothing out increases to avoid any sharp rate climbs.

The principle of rate stability and predictability may require costs to be collected from customers in periods other than those for which the costs were incurred. Therefore, the principle is inconsistent with the principle of inter-generational equity. Despite that, it is justified because it recognizes the problems customers can face in adjusting to significant short-term rate fluctuations

³ <http://pubmanitoba.ca/v1/about-pub/regulatoryprinciples.html>

23. Koch does not have a direct competing commercial interest with Centra regarding the COS issues. Koch's interest is to participate in this proceeding and test Centra's case as a responsible intervenor. The goal is to allow the best evidence to be put before the Board to enable it to carry out its mandate to determine just and reasonable rates. Every agency exercising judicial or quasi-judicial functions must act in conformity with the principles of natural justice and procedural fairness and observe *audi alteram partem*⁵ in all procedures leading up to the decision.⁶ This is part and parcel to the duty to act fairly.⁷

24. Safeguards, such as the ones granted to IGU in Order 77/19 (a non-disclosure agreement and solicitor's undertaking), have been implemented to balance the interests of the parties and the public.

25. Just as the Board determined in Order 77/19 Koch's need of the confidential information and the safeguards that can be provided outweigh the Centra's determination to hold this information confidential.

26. In allowing this Order, Koch, through its counsel and consultant, will have the ability to test relevant and critical evidence that has a direct and substantial impact on its interests and to present (public or in camera) expert evidence which will be of assistance to the Board in determining just and reasonable rates. The commercial interests of Centra remain protected.

27. The possibility of inadvertent disclosure cannot outweigh the known harm that Koch will suffer if it is not allowed access to this critical evidence.

Used or required to be used

Under this principle, customers should only pay for the cost of those assets that are either used or required to be used to provide them with the service. An application of this principle is in the case of a diversified company with both regulated and non-regulated operations. The customers of the regulated operations should not be required to pay for assets used to supply non-regulated services

⁴ <http://pubmanitoba.ca/v1/about-pub/regulatoryprinciples.html>

Prudence standard

Under this principle, customers should be charged only for prudently incurred costs. This recognizes the fact that regulated entities have a responsibility to manage themselves in a prudent manner. This principle is central to the PUB hearing process and the wealth of evidence collected and examined by the Board in its proceedings

⁵The principle of *audi alterum partem* A fundamental rule of law that "no one is to be condemned, punished or deprived of his property in any judicial proceeding unless he has had an opportunity of being heard". See Rene Dussault & Louis Borgeat, *Administrative Law*, 2nd ed (Toronto: Carswell, 1985) at p 246 [Dussault & Borgeat].

⁶ Dussault & Borgeat, *supra* note 2 at 247; see also *Canadian Ingersoll Rand Co v. Commission des relations de travail*, [1966] RDT 513 at 526.

⁷ Dussault & Borgeat, *supra* note 2 at 247.

28. In summary, the same determinations as in Order 77/19 should equally be made available to Koch's counsel and consultant. Attached as Appendixes A and B are proposed solicitor's undertaking and a Non-Disclosure Agreement.

All of which is respectfully submitted this 14th of June, 2019.

Lawson Lundell LLP

< original signed by >

Lewis Manning,
Counsel for Koch Fertilizer Canada, ULC

UNDERTAKING OF CONFIDENTIALITY

TO: THE PUBLIC UTILITIES BOARD OF MANITOBA

WHEREAS on November 30, 2019, Centra Gas Manitoba Inc. (**Centra**) filed a 2019/20 General Rate Application (the **Application**) with the Public Utilities Board of Manitoba (the **Board**), which Application was filed partially in confidence pursuant to Rule 13 of the Board's Rules of Practice and Procedure;

AND WHEREAS the Board has approved registered Interveners for the review of the Application, legal counsel for which Interveners are entitled to obtain access to information filed in confidence upon the execution of an Undertaking of Confidentiality to the Board in a form approved by the Board.

AND WHEREAS I, Lewis Manning, partner with Lawson Lundell LLP, am acting as legal counsel for the Koch Fertilizer Canada, ULC (**Koch**), an approved Intervener, in the review of this Application (the **Proceeding**) and in this capacity, I require access to Confidential Information in the record of this Proceeding.

1. I understand and agree that:

- (a) "**Confidential Information**" means any information relating to the Application that has been filed with the Board in confidence pursuant to Rule 13 of the Board's Rules of Practice and Procedure, save and except information filed pursuant to Rule 13 for which the Board has rejected Centra's claim for confidentiality and which has been placed on the public record;
- (b) the execution of this Undertaking is a condition of my being granted access to the Confidential Information;
- (c) this Undertaking will be filed with the Board;
- (d) Centra may seek injunctive relief against me if it so chooses in the case of a threatened or actual disclosure, but by signing this undertaking, I make no admission as to any liability for any disclosure and will defend against any application for relief sought, as I deem necessary;
- (e) in the event that I breach this Undertaking there may be consequences which could include, without limitation, the following:
 - (i) a denial or reduction of costs to, or a cost award against me, in my capacity as a practicing lawyer; and
 - (ii) an immediate revocation of my rights to receive Confidential Information.

2. I hereby undertake:

- (a) to use the Confidential Information disclosed under the conditions of the Undertaking exclusively for purposes of my client's approved intervention with respect to the Proceeding;
- (b) not to divulge Confidential Information disclosed under the conditions of this Undertaking to any person, save and except to any expert Koch may engage, provided they sign a Confidentiality Agreement, whether in any report or in providing advice, or, without limitation, in information requests, direct examination, cross-examination or in the making of submissions, regardless of form, format or medium and whether oral or written and except with respect to Confidential Information shared by Centra with the intervener Koch and which Koch has in turn shared with me. By way of exception, I may disclose Confidential Information to the Board, Board staff or to any person who has been authorized by the Board to receive such information. For greater clarity, to the extent that the Confidential Information requires to be assessed and tested in the Proceeding, any party can seek advance Board approval that such use of Confidential Information, in whatever manner, be placed before the Board in confidence or in camera;
- (c) not to reproduce, in any manner, Confidential Information disclosed under the conditions of this Undertaking except for purposes described in paragraphs (a) and (b) above;
- (d) to take prudent, reasonable steps to keep confidential and to protect the Confidential Information disclosed under the conditions of this Undertaking;
- (e) to return to the Board, under the direction of the Board, all Confidential Information, including notes and memoranda based on such information, or to destroy such documents and materials and to file with the Board, a certificate of destruction at the end of the Proceeding or within a reasonable time after the end of my participation in the Proceeding. For purposes of this paragraph, the Proceeding is deemed to have ended on the date on which the period for filing a motion to review and vary or motion for leave to appeal of the Board's final order in respect of the Proceeding expires or, if a motion to review and vary or motion for leave to appeal is filed, upon issuance of a final decision by the Board or the court of competent jurisdiction from which no further review or appeal can or has been taken;
- (f) with respect to Confidential Information in electronic media, I will:
 - (i) promptly following the end of this Proceeding or within 10 days after the end of my participation in this Proceeding, expunge all documents and materials containing Confidential Information, including notes, charts, memoranda, transcripts and submissions based on such Confidential Information, from all electronic apparatus and data storage media under

my direction or control and file with the Board Secretary an affidavit of destruction in the form prescribed by the Board pertaining to the expunged documents and materials; and

(ii) continue to abide by the terms of this Undertaking in relation to any such documents and materials to the extent that they subsist in any electronic apparatus and data storage media under my direction or control and cannot reasonably be expunged in a manner that ensures that they cannot be retrieved; and

(g) to report promptly to the Board any violation of this Undertaking.

3. The obligations created herein shall not preclude my:

(a) using or disclosing the Confidential Information at a time when Confidential Information is generally available to the public other than as a direct or indirect result of any disclosure by me which is prohibited hereunder; and

(b) disclosing the Confidential Information to the extent such disclosure is required by law, court order or competent authority of any governmental body or professional discipline body, provided that, other than in respect of a mandated disclosure to the signatory's governing law society or legal professional liability insurer, the Board and Centra are provided with notice promptly upon my becoming aware that such notice is required.

All of which is respectfully submitted this ____ day of June, 2019.

Lawson Lundell LLP

Lewis Manning,
Council for Koch Fertilizer Canada, ULC

THIS AGREEMENT made this day of _____, 2019

CENTRA GAS MANITOBA INC.,

(called **Centra**)

- and -

BRIAN COLLINS, Brubaker & Associates, Inc.

(called the **Confidant**)

WHEREAS on November 30, 2018, Centra filed the 2019/2020 General Rate Application (**Application**) with the Public Utilities Board of Manitoba (**Board**), which Application was filed partially in confidence pursuant to Rule 13 of the Board's Rules of Practice and Procedure;

AND WHEREAS the Board has approved the Koch Fertilizer Canada, ULC (**Koch**) as an intervener for the review of the Application (the **Proceeding**);

AND WHEREAS Centra has agreed to allow the Confidant to have limited access to Confidential Information;

NOW THEREFORE IN CONSIDERATION OF the sum of Ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS

In this Agreement:

1. "Confidential Information" means any information relating to the Application that has been filed with the Board in confidence pursuant to Rule 13 of the Board's Rules of Practice and Procedure, save and except:
 - (a) information filed pursuant to Rule 13 for which the Board has rejected Centra's claim for confidentiality and which has been placed on the public record;

- (b) information that was in the public domain, placed on the public record or known to the Confidant prior to the time of disclosure;
 - (c) information that is lawfully disclosed to the Confidant from a Third Party or source not subject to a restriction on such disclosure provided the Confidant can provide evidence of same;
 - (d) information that is approved, in writing, for disclosure without restriction by a duly authorized representative of Centra; or
 - (e) information that enters the public domain provided it has not entered the public domain by way of breach of a provision of confidentiality.
2. "Permitted Uses" has the meaning set forth in Article 2 below.
 3. "Person" shall be broadly interpreted to include, without limitation, any corporation, partnership, other entity, or individual.
 4. "Reverse Engineer" means to discover, synthesize or otherwise recreate the Confidential Information following a detailed examination.
 5. "Third Party" means any Person other than Centra, the Confidant, other Confidants who have signed non-disclosure agreements, the Panel, the Board's Executive Director and Board Staff, any legal counsel of record for the Board or for registered interveners who have signed an Undertaking of Confidentiality in respect of the Application, and any non-staff advisors to the Panel who have signed a non-disclosure agreement.

ARTICLE 2. PROVISION OF CONFIDENTIAL INFORMATION

6. Centra, in its sole discretion, shall determine what Confidential Information to disclose to the Confidant. The Confidant accepts and acknowledges that nothing in this Agreement entitles him to all information relating to the Application that has been filed with the Board in confidence pursuant to Rule 13 of the Board's Rules of Practice and Procedure or to participate in any *in camera* portions of the Application proceeding. Centra accepts and acknowledges that the Confidant and Koch legal counsel are preserving any rights they may have to obtain any and all Confidential Information and to participate in any and all *in camera* portions of the Application proceeding.

ARTICLE 3. PERMITTED USES

7. The Confidant may use Confidential Information for the following purposes (called "**Permitted Uses**"):
 - (a) To carry out critical analysis, form conclusions, and advise Koch legal counsel.
 - (b) To prepare a report suitable for filing on the public record of the proceeding and testify on the public record of the proceeding. Without the consent of the Board obtained in advance, the Confidant shall not include in the report or testimony any Confidential Information or any information that would enable a Third Party

to Reverse Engineer Confidential Information. To the extent that the Confidant relies upon Confidential Information to arrive at a conclusion, the Confidant may include in the Report or testimony information at a level of summary and aggregation which will not disclose Confidential Information or enable a Third Party to Reverse Engineer Confidential Information, subject always to the Confidant providing a redacted Report on the public record and a complete report in confidence to the Board and/or testifying in camera where Confidential Information is discussed.

ARTICLE 4. CONFIDENTIALITY

8. Except as specifically provided in Article 2 above (Permitted Uses), the Confidant shall:
 - (a) Keep the Confidential Information in the strictest confidence;
 - (b) Not disclose Confidential Information to any Third Party without the prior written consent of Centra;
 - (c) In the case of a disclosure to a Third Party with the prior written consent of Centra, obtain from the Third Party an undertaking or confidentiality agreement satisfactory in form to the Board and Centra on terms no less restrictive than those in this Agreement.
 - (d) Take prudent, reasonable steps to protect Confidential Information in its possession from inadvertent disclosure; and
 - (e) At the conclusion of the Proceeding and following a request from the Board to do so, destroy, or return to Centra under the direction of the Board, all copies in all formats of Confidential Information in the Confidant's possession. For purposes of this paragraph the conclusion of the Proceeding is the date on which the period for filing a motion to review and vary or motion for leave to appeal of the Board's final order in respect of this Proceeding expires or, if a motion to review and vary or motion for leave to appeal is filed, upon issuance of a final decision by the Board or the court of competent jurisdiction from which no further review or appeal can or has been taken.
9. If the Confidant so chooses, they may solicit Centra's comments on particular documents that are in the process of being prepared in the interests of avoiding inadvertent disclosures.

ARTICLE 5. COMPELLED DISCLOSURE

10. In the event that the Confidant, or a Third Party referred to in Article 3(c) above, receives notice indicating that they may or shall be legally compelled to disclose any of the Confidential Information, the Confidant shall provide Centra with prompt notice so that Centra may at Centra's sole discretion seek a protective order or other appropriate remedy.
11. The Confidant and any such Third Party shall cooperate fully with Centra protecting the confidential and proprietary nature of the Confidential Information sought to be

compelled to be disclosed, including providing assistance to Centra in the prosecution and defense of any action(s) or proceeding(s) brought or made in respect of such matters.

12. In the event that such protective order or other remedy is not obtained, or that Centra waives compliance with the provisions of this Agreement, the Confidant or Third Party shall furnish only that portion of the Confidential Information in respect of which it shall be legally required to disclose.
13. For the purposes of this Article, the Parties contemplate that only a limited amount of time and resources will need to be expended on behalf of the Confidant. If more than a reasonable amount of time and resources are required, the Parties agree to discuss an appropriate amount of compensation.

ARTICLE 6. FURTHER COVENANTS

14. The Confidant shall:
 - (a) use the Confidential Information only for the Permitted Uses and for no other purpose whatsoever; and
 - (b) not use or Reverse Engineer Confidential Information for personal gain in any fashion, other than for the receipt of compensation for his or her participation in this Proceeding.

ARTICLE 7. NO LICENCE

15. The Confidant agrees that the Confidential Information is the property of Centra, its contractual counterparties and domestic customers, and the Confidant shall not contest or challenge any of their rights in or to any Confidential Information. The Confidant does not receive any right, title or interest of any nature whatsoever in or to any Confidential Information.

ARTICLE 8. CONTINUING OBLIGATION

16. This Agreement is effective upon execution by both parties, and the obligations of Confidant under this Agreement shall not terminate but shall continue without limitation of time.

ARTICLE 9. EQUITABLE REMEDIES

17. In the event of a breach, or threatened breach, of this Agreement by the Confidant, the parties agree that the harm suffered by Centra may not be compensable by monetary damages alone and, accordingly, that Centra shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.

ARTICLE 10. NOTICES

18. Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be delivered to:

(a) Centra: Manitoba Hydro

360 Portage Avenue (22) Winnipeg, Manitoba
R3C OGB Attn: General Counsel and
Corporate Secretary
Fax: (204) 360-6147

(b) Confidant: Brian Collins

Brubaker & Associates, Inc.
16690 Swingley Ridge Road, Suite 140
Chesterfield, MO 63017
Fax: (636) 898-6726

or such other addresses as either party may notify the other of in writing. Notices may be given by personal service or fax transmission. Any notice given by personal service shall be deemed to have been effectually given and received at the date and time of actual delivery. Any notice sent by fax transmission shall be deemed to have been effectually given and received on the next business day following transmission.

ARTICLE 11. INTERPRETATION AND ENFORCEMENT

19. This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province, state, or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of Queen's Bench of Manitoba, Winnipeg Centre. The recitals hereof form an integral part of this Agreement. Section headings in this Agreement are for the convenience of the parties only, and shall not affect the interpretation of this Agreement.

ARTICLE 12. SEVERABILITY

20. If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such severed provision with a new provision which achieves substantially the same practical effect and which is valid and enforceable.

ARTICLE 13. WAIVER

21. No failure or delay by Centra in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any

other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any provision of this Agreement, or a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof.

ARTICLE 14. ASSIGNMENT

- 22. Confidant shall not assign this Agreement without the prior written consent of Centra. No assignment of this Agreement shall operate so as to relieve Confidant from any obligation of this Agreement.

ARTICLE 15. FURTHER ACTS AND ASSURANCES

- 23. Each of the parties shall, from time to time, do all acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Agreement.

ARTICLE 16. FAX EXECUTION

- 24. This Agreement may be executed in any number of counterparts, including counterparts signed by fax, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

CENTRA GAS MANITOBA INC.

Per: _____

Name: _____

Title: _____

Date: _____

CONFIDANT:

Per: _____

Witness: _____

Date: _____