

UNDERTAKING OF CONFIDENTIALITY

TO: THE PUBLIC UTILITIES BOARD OF MANITOBA

WHEREAS on May 25 and June 12, 2015, Centra Gas Manitoba Inc. ("Centra") filed a Cost of Gas 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 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, Brian Meronek, Q.C., partner with D'Arcy & Deacon LLP, am acting as legal counsel for CAC 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, my principals or me personally; 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 my advising client Gloria Desorcy (Executive Director of CAC) and any expert CAC may engage, provided they sign a Confidential Agreement satisfactory to the Board, 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. 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 hearing or within 10 days after the end of my participation in this hearing, 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.

Dated at Winnipeg, Manitoba, this 22nd day of July, 2015.

Signature:  _____

Name: Brian Meronek, Q.C.

(please print)

Address: 2200 – One Lombard Place, Winnipeg, MB, R3B 0X7

Telephone: 204-925-5355

Fax: 204-943-4242

Email: bmeronek@darcydeacon.com