This Agreement made the day of , 2011.

THE CITY OF WINNIPEG
hereinafter referred to as "**Winnipeg**"

- and -

CENTRA GAS MANITOBA INC.
hereinafter referred to as "**Centra**"

WHEREAS:

1. The terms of gas distribution franchises under *The Greater Winnipeg Gas Distribution Act* ("GWGDA") have been renegotiated and a new Schedule to the GWGDA has been agreed;

2. The proposed Schedule now contains terms pertaining to cost sharing for the relocation of gas services initiated by municipal jurisdictions;

3. Winnipeg presently has a separate arrangement for cost sharing relocations which is set out in Public Utilities Board Order 58/63 (the "Order", attached as Annex "A");

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Pursuant to paragraph 5(g) of the proposed Schedule to the GWGDA Winnipeg and Centra agree that the cost sharing provisions between them shall continue to be governed by the attached Annex "A".

2. The Parties agree that this arrangement shall continue between them until:

   a) the Parties mutually agree otherwise in writing; or
   b) the Schedule to the GWGDA is revised.

3. Any notice required to be sent or delivered with respect to this Agreement shall be given by personal delivery or sent by Registered Mail or facsimile or electronically to the applicable addresses, numbers or electronic addresses set out in this Section or to such addresses,

facsimile numbers or electronic addresses which a Party may from time to time designated to the other in the manner provided. Any such communication shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery has been made during normal business hours of the recipient. The addresses for the Parties are:

To Winnipeg:
Attention of the Chief Administrative Office
510 Main Street, 3rd Floor
Winnipeg, MB R3B 1B9

To Centra:
Attention of General Council
P.O. Box 815 Station Main
Winnipeg, MB R3C 2P4

4. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

5. This Agreement shall be effective from on and after the earlier of the date on which the revised schedule to the GWGDA is approved and made effective or January 1, 2012.

IN WITNESS WHEREOF the Parties have executed this Agreement by their proper officers duly authorized in that regard as of the day and year first above written.

THE CITY OF WINNIPEG

Per: _____

Per: _____

CENTRA GAS MANITOBA INC.

Per: _____

Per: _____