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AGREEMENT

Service Commission

THIS AGREEMENT is made this 25 day of April, 2006, between Laclede Gas Company ("Laclede") and United Steelworkers International Union, Local 11-6 (f/k/a PACE, Local 5-6) ("Union").

In consideration of Laclede's promise not to commence an action against the Union for legal or equitable relief with respect to the Union's alleged defamatory and/or disparaging statements made about Laclede, its officers, employees or agents prior to the date hereof, the Union, including, without limitation, its officers, employees, agents and all persons or organizations acting in concert with it, agrees that:

- A. The Union shall not, as provided in Article XV of the August 1, 2004 Labor Agreement between Laclede and the Union ("Article XV"), discredit or disparage Laclede, by but not limited to, making, or encouraging any third party to make, any statement, oral or written that:
- 1. relates to Laclede's motive(s) or intention(s) in installing or using automated meter reading devices, eliminating TFTO inspections or implementing any other changes in production, distribution, office or sales procedures, such as, without limitation, statements that, or to the effect that, "This is purely a calculated risk to increase profits at the expense of public safety, ..."; or "Laclede's new policy would lead people to believe that Laclede doesn't care about safety anymore"; or,
- 2. alleges that (as of the date of this Agreement) there is a statute, regulation, ordinance or Missouri Public Service Commission ("PSC") rule requiring Laclede to prevent or locate gas leaks inside its customers' homes or facilities in connection with a TFTO; or,
- 3. alleges that, or to the effect that Laclede is "... disregarding the safety of our neighborhoods by replacing flesh-and-blood meter readers with remotely read machines. Who will spot pipes in deteriorated and unsafe condition?" or that Laclede's decision, or request to the PSC, not to perform manual meter readings is a decision not to perform, or a request to be relieved of, an important safety procedure; or,
- 4. alleges that, or to the effect that, Laclede's actions or omissions mean that "someone is going to die," "we're going to have houses explode" or this is "an incredibly stupid approach to saving money;" or,

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- Initiates conversation with a customer about the customer utilizing Cell Net to install AMR or encourages the customer to complain to Laclede or the PSC about Cell Net. Notwithstanding the above, the Union reserves its right to respond honestly to customer inquiries about AMR, to direct customer inquires about AMR to Laclede's Customer Relations Department or to respond to customers who so inquire, that the PSC is a forum for customer complaints; or.
 - is knowingly false or misleading.

Provided, however, the foregoing shall not be interpreted or construed to prevent the Union from making statements that it in good faith believes to be true and that do not violate Article XV, such as statements about its safety concerns and about Laclede's safety obligations.

- The Union shall immediately notify its members of the content of this Agreement. The Union shall only be liable for the contrary acts of individual members to the extent permitted by law. Nothing contained in this Agreement shall be interpreted or construed to prevent Laclede from seeking damages or other relief against individual Union members for defamation or other violations of law that occurs after the date of this Agreement.
- If the Union breaches its obligations under Paragraph A, above, then Laclede shall be entitled to assert any claim for legal and equitable relief for such breach, for any and all defamation or disparagement that occurred prior to the date of, and would otherwise be barred by, this Agreement and to prevent future breaches of this Agreement.
- This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior oral and written communications with regard to such subject matter, but does not constitute a waiver or modification of either party's rights or obligations under the August 1, 2004 Labor Agreement.

By entering into this Agreement, the Union is not in any way admitting any of Laclede's allegations that, prior to the date hereof, the Union breached Article XV of the August 1, 2004 Labor Agreement or defamed or disparaged Laclede.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

LACLEDE GAS COMPANY

UNITED STEEL WORKERS INTERNATIONAL UNION,

LOCAL 11-6 (F/K/A PACE, LOCAL 5-6)