

**SOUTHERN UNION COMPANY**

**SECRETARY'S CERTIFICATE**


The undersigned, Robert M. Kerrigan, III, hereby certifies as follows:

I am the duly appointed and acting Vice President and Secretary of Southern Union Company, a Delaware corporation (the "Company").

A. Attached hereto as Exhibit "A," is a true copy of resolutions adopted and approved by the Board of Directors of the Company on December 14, 2012. The resolutions are in full force and effect and such resolutions do not conflict with the Bylaws of the Company.

B. The Company is duly organized and existing and has the power to take the actions called for by the attached resolutions.

Executed this 11th day of January 2013.

  
Robert M. Kerrigan, III  
Vice President and Secretary

**EXHIBIT A****RESOLUTIONS OF  
THE BOARD OF DIRECTORS OF  
SOUTHERN UNION COMPANY**

**WHEREAS**, Southern Union Company, a Delaware corporation (the “*Company*”), proposes to enter into (a) a Purchase and Sale Agreement (the “*Massachusetts PSA*”) by and among the Company, Plaza Massachusetts Acquisition, Inc., a Delaware corporation (the “*Massachusetts Purchaser*”), and, solely for purposes of Section 13.19, The Laclede Group, Inc., a Missouri corporation (“*Laclede*”) and (b) a Purchase and Sale Agreement (the “*Missouri PSA*”) and, together with the Massachusetts PSA, the “*PSAs*”) by and among the Company, Plaza Missouri Acquisition, Inc., a Missouri corporation (the “*Missouri Purchaser*”) and together with the Massachusetts Purchaser, the “*Purchasers*”), and, solely for purposes of Section 13.19, Laclede, pursuant to which, among other matters, (i) the Company will sell, transfer, assign, convey and deliver to the Purchasers certain assets of the Company relating to the business and operations of its New England Gas Company and Missouri Gas Energy divisions in Massachusetts and Missouri, respectively (the “*Assets*”), (ii) the Purchasers will assume certain liabilities related to the Assets and (iii) each Purchaser will pay to the Company the agreed Purchase Price (as defined in each PSA), each as more specifically set forth in and subject to the terms of the PSAs and the exhibits, schedules, and attachments thereto (the “*Asset Sale*”);

**WHEREAS**, management has advised the Board of Directors of the Company (the “*Board*”) concerning the substantive terms, conditions and provisions of the Asset Sale;

**WHEREAS**, the Board has reviewed the PSAs, together with the exhibits, schedules and attachments thereto, and believes that it is advisable and in the best interests of the Company and its stockholders that the Company (i) enter into the PSAs on substantially the terms and conditions set forth therein (subject to such changes, amendments and modifications thereto as the Company’s Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer or any Vice President (each, an “*Authorized Officer*” and, collectively, the “*Authorized Officers*”) may consider necessary or appropriate), together with all other documents and agreements described therein or necessary or appropriate to consummate the transactions contemplated therein (collectively with the PSAs, the “*Transaction Documents*”) and (ii) take all such additional actions, including as set forth below, in connection with the Asset Sale and in furtherance of the transactions contemplated by the Transaction Documents;

**WHEREAS**, the Company is a direct wholly owned subsidiary of ETE Holdco Corporation, a Delaware corporation (the “*ETE Holdco*”);

**WHEREAS**, ETE Holdco is a direct wholly owned subsidiary of Heritage Holdings, Inc., a Delaware corporation (“*HHI*”);

**WHEREAS**, HHI is a direct wholly owned subsidiary of ETP Holdco corporation, a Delaware corporation (“*ETP Holdco*”);

**WHEREAS**, Heritage ETC, L.P., a Delaware limited partnership (“*Heritage ETC*”), owns a 40% controlling interest in ETP Holdco;

**WHEREAS**, Heritage ETC GP, L.L.C., a Delaware limited liability company ("*Heritage ETC GP*"), is the general partner of Heritage ETC;

**WHEREAS**, Energy Transfer Partners, L.P., a Delaware limited partnership ("*ETP*"), is the sole member of Heritage ETC GP;

**WHEREAS**, Energy Transfer Partners, L.L.C., a Delaware limited liability company ("*ETP GP LLC*"), is the general partner of Energy Transfer Partners GP, L.P., a Delaware limited partnership, which is the general partner of ETP;

**WHEREAS**, ETE Sigma Holdco LLC, a Delaware limited liability company ("*ETE Sigma*"), owns the remaining 60% noncontrolling interest in ETP Holdco;

**WHEREAS**, Energy Transfer Equity, L.P., a Delaware limited partnership ("*ETE*") is the manager and sole member of ETE Sigma;

**WHEREAS**, LE GP, LLC, a Delaware limited liability company ("*ETE GP*"), is the general partner of ETE; and

**WHEREAS**, each of (i) ETE Holdco, (ii) HHI, (iii) ETP Holdco, (iv) Heritage ETC GP, acting as the general partner of Heritage ETC, (v) ETP GP LLC, acting as the general partner of the general partner of ETP, and (vi) ETE GP, acting as the general partner of ETE, acting as the manager of ETE Sigma, has authorized and approved the Asset Sale and the transactions contemplated by the Transaction Documents.

#### **Asset Sale**

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby determines that the Asset Sale and the consummation of the transactions contemplated by the PSAs on substantially the terms and conditions as set forth therein and described and discussed at the meeting of the Board and the other Transaction Documents (in each case, subject to such changes, amendments and modifications thereto as any Authorized Officer may consider necessary or appropriate) is advisable and in the best interests of the Company and its stockholders;

**RESOLVED FURTHER**, that the form, terms and conditions of the PSAs (together with the exhibits, schedules and attachments thereto and subject to such changes, amendments and modifications thereto as any Authorized Officer may consider necessary or appropriate, the execution and delivery thereof to be conclusive evidence of such determination), the Asset Sale, and the transactions contemplated by the Transaction Documents are hereby authorized and approved;

**RESOLVED FURTHER**, that each Authorized Officer is hereby authorized and empowered to (i) negotiate, execute, and deliver, for and on behalf of the Company, the Transaction Documents to which the Company is a party and all other instruments, documents and certificates with respect thereto (with such changes, modifications or amendments to such agreements as any Authorized Officer may consider necessary or appropriate, the execution and delivery thereof to be conclusive evidence of such determination) and (ii) consummate on behalf of the Company the Asset Sale and the transactions contemplated by the Transaction Documents;

**RESOLVED FURTHER**, that the Board hereby authorizes and empowers any Authorized Officer to execute the PSAs and any and all other Transaction Documents, to seek appropriate governmental approvals and/or consents, to make any required governmental and/or regulatory filing and to take such other actions or make such other changes to the Transaction Documents as may be required or deemed necessary to consummate the Asset Sale;

**RESOLVED FURTHER**, that each Authorized Officer is hereby authorized and empowered to pay the fees and expenses incurred by or on behalf of the Company in connection with the transactions contemplated by the agreements and actions approved herein;

**General Authority**

**RESOLVED FURTHER**, that each Authorized Officer is hereby authorized and empowered to, in the name of and on behalf of the Company, prepare, execute, deliver, verify, acknowledge, file or record any documents, instruments, certificates, statements, papers, or any amendments thereto, as may be deemed necessary or advisable in order to effectuate the transactions contemplated by the agreements and actions approved herein, and to take such further steps and do all such further acts or things as shall be necessary or desirable to carry out the transactions contemplated by and the intent of the foregoing resolutions, including all things incidental thereto, and that the taking of any such action be conclusive evidence of the due authorization thereof by the Company; and

**RESOLVED FURTHER**, that all actions heretofore taken by any Authorized Officer or director of the Company in connection with any matter referred to in any of the foregoing resolutions are hereby approved, ratified and confirmed in all respects as fully as if such actions had been presented to this Board for its approval prior to such actions being taken.