

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Joint Application of Southern)
Union Company d/b/a Missouri Gas Energy, The)
Laclede Group, Inc. and Laclede Gas Company)
for an Order Authorizing the Sale, Transfer and) Case No. GM-2013-0254
Assignment of Certain Assets and Liabilities from)
Southern Union Company to Laclede Gas Company)
and, in connection therewith, certain other Related)
Transactions)

JOINT APPLICATION

COME NOW Southern Union Company d/b/a Missouri Gas Energy (“SUG”), The Laclede Group, Inc. (“LG”), and Laclede Gas Company (“Laclede Gas”) (collectively “the Joint Applicants”), pursuant to §§ 393.170, 393.190, and 393.200 RSMo 2000 and 4 CSR 240-2.060, 4 CSR 240-3.210 and 4 CSR 240-3.220, and for their Joint Application to the Missouri Public Service Commission (“Commission”), state the following:

Summary

1. This verified Joint Application requests, among other things, an order authorizing SUG to sell, transfer and assign to Laclede Gas the entire franchise, works and system of SUG’s Missouri Gas Energy (“MGE”) operating division, including its permits, municipal franchises, county consents and certificates of convenience and necessity, and authorizing Laclede Gas to issue long-term debt, preferred stock and common stock and receive capital contributions, separate and apart from its current financing authority in an amount of up to \$975 million to finance the proposed acquisition.

The Joint Applicants

2. SUG is a Delaware Corporation in good standing in all respects, with its principal office and place of business at 5051 Westheimer Road, Houston, Texas 77056. LG is a Missouri

Corporation in good standing in all respects, with its principal office and place of business at 720 Olive Street, St. Louis, Missouri 63101. Laclede Gas is a Missouri Corporation in good standing in all respects, with its principal office and place of business at 720 Olive Street, St. Louis, Missouri 63101.

3. On March 26, 2012, SUG and Energy Transfer Equity, L.P. (“ETE”) completed a merger transaction pursuant to which ETE acquired all of the issued and outstanding shares of Southern Union common stock and SUG became an indirect wholly-owned subsidiary of ETE. As a result of a series of subsequent transactions involving ETE, Energy Transfer Partners (“ETP”), ETP Holdco Corporation, Sunoco, Inc. and several other corporate entities, SUG became a wholly subsidiary of ETP Holdco on June 15, 2012, which, in turn, is 60% owned by ETE and 40% owned by ETP. For purposes of this Joint Application and supporting testimony, ETP and ETE are collectively referred to as “Energy Transfer.”

4. Through its MGE operating division, SUG is a public utility engaged in the distribution of natural gas to the public and conducts such business in Missouri in those areas of the state certificated to it by the Commission. More specifically, through its MGE operating division, SUG provides natural gas service to approximately 500,000 residential, commercial and industrial customers in several Missouri counties generally including the City of Kansas City, the City of Joplin, the City of St. Joseph and the surrounding areas. Consequently, SUG is a “gas corporation” and “public utility” as those terms are defined in §386.030(18) and (43) RSMo and as such, is subject to the supervision of the Commission as provided by law.

5. A copy of SUG’s Certificate of Authority to do business in the State of Missouri as a foreign corporation was filed in Case No. GU-2010-0015 and is incorporated herein by reference in accordance with 4 CSR 240-2.130(2).

6. A copy of SUG's Registration of Fictitious Name of MGE was filed in Case No. GU-2010-0015 and is incorporated herein by reference in accordance with 4 CSR 240-2.130(2).

7. SUG has no pending actions or final unsatisfied judgments or decisions against it from state or federal regulatory agencies or courts which involve customer service or rates occurring within the three (3) years immediately preceding the filing of this Joint Application.

8. SUG has no overdue Commission annual report or assessment fees.

9. Laclede Gas is a public utility currently engaged in the distribution of natural gas to the public and conducts such business in Missouri in those areas of the state certificated to it by the Commission. Specifically, Laclede Gas provides natural gas service to approximately 630,000 customers in the St. Louis, Missouri Metropolitan area and surrounding counties in Eastern Missouri. Consequently, Laclede Gas is a "gas corporation" and "public utility" as those terms are defined in §386.030(18) and (43) RSMo, and as such, is subject to the supervision of the Commission as provided by law. Laclede Gas is a wholly-owned subsidiary of LG.

10. A Certificate of Good Standing evidencing Laclede Gas' standing to do business in Missouri was filed in Case No. GF-2009-0450 and is incorporated herein by reference for all purposes in accordance with 4 CSR 2.130(2). The information on such certificate is currently applicable and correct.

11. Laclede Gas has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates occurring within the three (3) years immediately preceding the filing of this Joint Application.

12. Laclede Gas is current on its annual report and assessment fee obligations to the Commission, and no such report or assessment fee is overdue.

13. LG is a public utility holding company incorporated under the laws of the State of Missouri. LG is primarily in the business of owning natural gas service companies, both regulated and unregulated. Its largest subsidiary is Laclede Gas. Attached hereto as **Appendix 1** is a Certificate of Good Standing from the secretary of state evidencing LG's standing to do business in Missouri.

14. LG has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates occurring within the three (3) years immediately preceding the filing of this Joint Application. LG is current on its annual report and assessment fee obligations to the Commission, and no such report or assessment fee is overdue.

15. Pleadings, notices, orders, or other correspondence and communications concerning this Joint Application and proceeding should be addressed to the undersigned counsel as well as to:

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The Transaction

16. On December 14, 2012, SUG and Plaza Missouri Acquisition, Inc. (“Plaza”) entered into a Purchase and Sale Agreement (“PSA”), a copy of which is marked **Appendix 2** attached hereto and made a part hereof for all purposes, whereby SUG will sell, transfer and assign to Plaza and Plaza will purchase from SUG all of MGE’s liabilities, assets and operating approvals including those assets utilized in the provision of natural gas service in its Missouri service areas all as more detailed in the PSA (hereinafter, the “Transaction”). Plaza was created for the purpose of entering into the PSA, but Laclede Gas will be substituted in lieu of Plaza under the PSA and will become the buyer under the PSA.

17. The Transaction is subject to customary conditions, including, without limitation, approval of this Commission, certain consideration by the Federal Communications Commission and pre-merger notifications to the Department of Justice and the Federal Trade Commission in accordance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976. The Transaction is separate and distinct from another transaction, pursuant to which SUG proposes to sell the assets of its New England Gas Company division to Plaza Massachusetts Acquisition, Inc., a newly formed, wholly-owned subsidiary of LG (the “NEG Acquisition”) and, as such, the matter before this Commission is not subject to review or approval by the Massachusetts Department of Public Utilities, and, conversely, the NEG Acquisition is not subject to review or approval by this Commission. The parties intend to close the Transaction as soon as practicable after all consents and approvals have been obtained. Nevertheless, SUG, LG and the respective buyers seek to obtain all of the necessary regulatory approvals for both the Transaction before this Commission and the NEG Acquisition, on or before June 30, 2013, with the closing of both

transactions to be completed contemporaneously as soon as possible thereafter, thereby mitigating execution risk that increases with the passage of time.

18. Upon completion of the Transaction and approval by the Commission, Laclede Gas will continue to be a gas corporation and a public utility as those terms are defined in § 386.030(18) and (43), RSMo and will be subject to the jurisdiction of the Commission as provided by law.

Jurisdiction of the Commission

19. Because SUG is a gas corporation doing business in Missouri, it is subject to the provisions of §393.190 RSMo to the extent not limited or superseded by contrary law. Section 393.190.1 RSMo states, in pertinent part, “that no gas corporation . . . shall hereafter sell, assign, lease, transfer, mortgage or otherwise dispose of or encumber the whole or any part of its franchise, works or system, necessary or useful in the performance of its duties to the public . . . without having first secured from the commission an order authorizing it so to do.” As noted above, the Transaction provides for the sale, transfer and assignment of SUG assets and liabilities to Laclede Gas as described in the PSA. Additionally, Laclede Gas proposes to finance the acquisition by issuing long-term debt and equity in either public or private placements in some combination of the following forms: first mortgage bonds under its mortgage and deed of trust, unsecured debt instruments, preferred stock, and common stock. Issuances of common stock include the receipt of paid-in capital from LG (hereinafter “Common Stock”). Laclede Gas’ authority to issue long-term debt and equity is subject to Commission approval pursuant to §393.200 RSMo..

The Standard for Approval

20. Under applicable law, the Commission must approve this Joint Application unless the transaction can be shown to be detrimental to the public interest, a standard established by the Missouri Supreme Court in *State ex rel. City of St. Louis v. Public Service Commission*, 73 S.W.2d 393 (Mo. 1934) and recently reaffirmed in *State ex rel. AG Processing, Inc. v. Public Service Commission*, 120 S.W.3d 732, 735 (Mo. banc 2003). The same legal standard applies to asset sale transactions. See, *State ex rel. Fee Fee Trunk Sewer Company v. Litz*, 596 S.W.2d 566 (Mo. App. 1980). A detrimental or deleterious consequence has been interpreted to mean “higher rates and/or a deterioration of a level of customer service.” See, *Re Laclede Gas Company*, Case No. 17267, 16 Mo.P.S.C. (N.S.) 328, 92 PUR.3d 426 (1971). The Commission should also consider whether an acquisition premium is reasonable as part of its cost analysis. *State ex rel. AG Processing, Inc.*, at 736.

21. As concerns the issuance of long-term indebtedness, preferred stock and Common Stock by Laclede Gas, the Commission must determine that the proceeds will be used for one or more specified purposes and make certain findings all as set forth in §393.200 RSMo.

No Public Detriment

22. The proposed sale, transfer and assignment of the involved assets and liabilities to Laclede Gas will not be detrimental to the public interest because this event will not result in any change in rates or reduced level of service or reliability for Laclede Gas’ Missouri customers or those presently being served by SUG through its MGE operating division. Those customers will see no change or interruption in their day-to-day gas utility service and will continue to be served effectively and efficiently.

23. Laclede Gas is fully qualified, in all respects, to own and operate the assets being transferred and to otherwise engage in the business of providing natural gas service for the public in the areas in question subject to the Commission's jurisdiction. MGE's executive management and its employees involved in field operations are expected to be offered the opportunity to continue to be employed by Laclede Gas and retained to operate the business and continue to provide service to customers in a seamless, safe and adequate manner.

24. The Commission's jurisdiction over the operation of the subject assets will not change. Laclede Gas will adopt the rates, rules, regulations and other provisions of MGE's tariffs on file with the Commission and in effect at the time of closing of the transaction. All natural gas commodity, transportation and storage costs that are proposed to be passed onto customers will continue to be subject to review by the Commission through the purchased gas adjustment/actual cost adjustment process included in tariffs. All non-gas costs proposed to be passed on to customers will continue to be subject to review by the Commission. Laclede Gas is fully familiar with the gas line replacement programs which SUG has initiated. Laclede Gas intends to continue with these programs and will utilize its resources in such a manner so as to provide safe and reliable service for its Missouri customers.

25. The Commission will retain full regulatory supervision of the Missouri jurisdictional operations of Laclede Gas after the Transaction is completed and that ability will not be diminished or adversely affected by the Transaction. In fact, the Commission will have a broader scope of authority over the capitalization of MGE because Laclede Gas is a Missouri corporation and, as such, is subject to the requirements of §393.200 RSMo whereas SUG is a foreign corporation and is not.

26. Laclede Gas will assume from SUG the gas supply, hedging, transportation, storage and related contracts currently in place with respect to satisfying the requirements of the business. A Continuing Services Agreement also provides for transitional services to be provided by SUG to Laclede Gas for a term to be negotiated among the parties, which insures that Laclede Gas will have access to all resources necessary to effectuate a seamless transition of service for the benefit of customers.

27. The acquisition premium to be paid by Laclede Gas is reasonable within the meaning of the opinion of the Missouri Supreme Court and the *AG Processing* case.¹ The premium is within a range of market-based premiums that have been paid in comparable transactions and was determined through a competitive bidding process.

28. Laclede Gas understands that the Commission's approval of this Application will not constitute a finding by the Commission of the value of the Transaction for ratemaking purposes and that the Commission may reserve the right to consider the ratemaking treatment afforded the Transaction and the effects on cost of capital at a later time in any appropriate proceeding.

29. In order to accomplish the objectives of the Transaction and to meet the no detriment standard, SUG and Laclede Gas propose the conditions contained in the document attached hereto, marked **Appendix 3** and made a part hereof for all purposes, which include, without limitation, customer service performance measures, customer service operating procedures, financial assurances and accounting and recordkeeping commitments. These conditions were drawn from conditions previously agreed to by SUG and approved and adopted

¹*State ex rel. AG Processing, Inc. v. Public Service Commission*, 120 S.W.3d 732, 736 (Mo. banc 2003).

by the Commission in the context of a number of Commission cases, most recently as February 2012 in the SUG/ETE merger case GM-2011-0412.

Other Matters

30. Laclede Gas will file with the Commission an adoption notice to be effective upon the closing of the Transaction adopting the rates, tariffs, rules and regulations for gas service then in effect for SUG's Missouri jurisdictional gas operations which are the subject of this proceeding, and will continue all services currently provided by SUG through its MGE operating division in Missouri without interruption, subject to any changes to the rates, tariffs, rules regulations and services hereafter made in accordance with applicable law.

31. SUG agrees that it has maintained all books and records pursuant to Legal Requirements, as defined in the PSA, and agrees to transfer to Laclede Gas all such books and records, including financial and operational data for the Missouri jurisdictional gas operations which are the subject of this proceeding. All vintage tax, property unit catalog records and plant mortality and salvage data, that currently exist, will be transferred from SUG and maintained by Laclede Gas. Such data will be readily available to Staff and Public Counsel upon request and will be maintained in its current form or a form that is mutually acceptable to Laclede Gas, Staff and Public Counsel or as otherwise ordered by the Commission.

32. Laclede Gas agrees to maintain all records necessary to meet requirements of the Uniform System of Accounts, gas utility depreciation studies and rate case filings. Data maintained and provided for gas utility depreciation studies will include cost of removal and salvage associated with plant retirements. This data will be provided to Staff upon request or as ordered by the Commission. Laclede Gas agrees to use current approved depreciation rates for the involved properties until the same may be changed from time to time as provided by law.

Laclede Gas will also maintain plant by account that allows for the specific identification of the property acquired from SUG.

33. Laclede Gas will retain all the maintenance/operations records for the facilities which are the subject of the Transaction and maintain the records necessary to demonstrate compliance with the specific requirements of pipeline safety regulations, which records would be available to Staff or Public Counsel for inspection.

34. The sale, transfer and assignment of the assets described herein should have no impact on the tax revenues of the Missouri political subdivisions in which any of the structures, facilities or equipment involved are located.

Miscellaneous Filing Requirements and Additional Information

35. A certified copy of the Resolutions of the Board of Directors of SUG approving the PSA is attached hereto, marked **Appendix 4** and made a part hereof for all purposes.

36. Certified copies of the Resolutions of the Board of Directors of LG and Laclede Gas approving the PSA is marked **Appendix 5**, attached hereto and made a part hereof for all purposes. A copy of the balance sheet and income statement of LG and Laclede Gas, with adjustments showing the results of the acquisition of the involved assets and the associated financings, is attached hereto, marked **Appendix 6** and made a part hereof for all purposes.

Financing Authority for Laclede Gas

37. Pursuant to an order entered by the Commission in Case No. GF-2013-0085, Laclede Gas has general authority to issue long-term financings to June 30, 2015. In this Joint Application, Laclede Gas seeks specific authority to finance the acquisition herein through a combination of long-term debt, preferred stock and Common Stock. Specifically, Laclede Gas seeks authority to raise funds in an amount up to and including \$975 million dollars by issuing

long-term debt in the form of public or private first mortgage bonds, unsecured debt, and preferred stock and by issuing Common Stock, all for purposes of financing the acquisition of the subject assets. Pursuant to Sections 393.190 and 393.200 RSMo 2000, Laclede Gas requests that the Commission authorize such financing as part of its approval of the proposed transaction.

38. Laclede Gas may issue and sell long-term public or private debt in any of the following ways: (a) in a public offering through an underwriter or underwriters or dealer or dealers, (b) in a private placement directly to a limited number of purchasers or to a single purchaser, or (c) in an offering through agents.

39. Laclede Gas is likely to finance a significant portion of the acquisition through first mortgage bonds. Laclede Gas has outstanding an Original Mortgage and Deed of Trust dated as of February 1, 1945. Mississippi Valley Trust Company (now UMB Bank & Trust, n.a.) is the trustee. The Original Mortgage and Deed of Trust, as amended and supplemented, including by thirty (30) Supplemental Indentures, constitutes a first mortgage lien on substantially all of the properties presently owned by Laclede Gas and contains provisions for subjecting after-acquired property to the lien thereof. The Original Mortgage and Deed of Trust and the First through Thirtieth Supplemental Indentures have heretofore been filed and/or authorized in previous Commission cases, all as summarized by an Application filed by Laclede Gas in Case No. GF-2009-0450. These case citations are collectively incorporated herein by reference in accordance with Commission rule 4 CSR 240-2.130(2).

40. The Bonds are to be issued under the Original Mortgage and Deed of Trust, as heretofore amended and supplemented and to be further amended and supplemented, including by a Supplemental Indenture for the new series of Bonds. The Supplemental Indenture will be dated on or prior to the date of the issuance of the Bonds to which such Supplemental Indenture

relates and will, among other things, provide for the terms of the Bonds of such series and describe additional after-acquired property.

41. The long-term debt will be issued and sold to the purchaser or purchasers, if in a sale exempt from the registration requirements of the Securities Act of 1933, or to the underwriter or underwriters or dealer or dealers, if in a public offering, or through agents, in an aggregate principal amount and at a price or prices to be determined by Laclede Gas. Such debt will have a designation, interest rate and terms of payment of interest, maturity, redemption, purchase and sinking fund provisions, if any, and other terms and provisions as shall be determined by Laclede Gas. Because the market for long-term debt is constantly changing, Laclede Gas cannot, at this time, forecast the interest rate or rates or other terms and provisions of the debt; thus, the terms and provisions shall be determined at the time of sale. It is anticipated, however, that the cost of this additional indebtedness will compare favorably to the current cost of long-term debt allocated to financing MGE's operations. The maturity of the debt is anticipated to be between 9 months and 60 years, but will in no event exceed 60 years. The interest rate or rates of the new Bonds, including any applicable discount, shall be consistent with similar securities of comparable credit quality and maturities issued by other companies. Documentation setting forth the aggregate principal amount to be sold, price information and certain other terms and provisions concerning the debt will be late-filed in this case.

42. The net proceeds from the sale of long-term debt will be added to Laclede Gas's general funds for use in connection with the acquisition of property, business or entities, the discharge or lawful refunding of its obligations and/or the refinancing of outstanding indebtedness. Specifically, Laclede Gas contemplates that the proceeds from the sale of the debt will be used to discharge and convert short-term bridge financing incurred to fund the acquisition

of the MGE assets with long-term, lower cost debt capital. The money, property or labor to be procured or paid for by the issuance and sale of debt is reasonably required for the purposes specified in this Joint Application and such purposes are not in whole or in part reasonably chargeable to operating expense or income.

43. Laclede Gas may also issue Common Stock to LG. Because there is no longer a market for Laclede Gas stock, it is generally sold to LG at Laclede Gas' book value per share as of the most recently completed fiscal quarter prior to the sale.

44. As may be required by Commission rule 4 CSR 240-3.220, Laclede Gas will submit the form of supplemental indenture and a certified copy of the resolution of the directors of Laclede Gas authorizing the issuance of the new debt and equity

45. Laclede Gas requests a waiver of the requirement to provide a five year capitalization schedule inasmuch as such information is not pertinent to the subject matter of the request.

46. After the issuance of the new debt and equity, Laclede Gas will submit a verified report to the Commission's Internal Accounting Department documenting the applicability and measure of fees under §386.300.2 RSMo.

Termination of Service by SUG

47. SUG requests that effective upon the closing of the transaction the Commission terminate its responsibilities as a gas corporation in Missouri. At such time, Buyer will be providing service to all of SUG's former MGE customers throughout its service areas. Consequently, there will be no necessity for SUG to do so and it will have no remaining natural gas distribution operations in Missouri.

WHEREFORE, SUG, LG and Laclede Gas respectfully request that the Commission issue its Order:

(a) Authorizing SUG and Laclede Gas to perform in accordance with the terms of the PSA;

(b) authorizing the sale, transfer and assignment of certain assets and liabilities of Southern Union as more fully described in the PSA, from SUG to Laclede Gas;

(c) transferring from SUG to Laclede Gas SUG's certificates of convenience and necessity or granting a certificate or certificates of convenience and necessity authorizing Laclede Gas to provide natural gas service as a gas corporation and public utility, subject to the jurisdiction of the Commission, in the service areas presently served by SUG through MGE and, in connection therewith, waiving the requirements of 4 CSR 240-3.205;

(d) authorizing Laclede Gas to provide natural gas service in the areas served by SUG through its MGE operating division in accordance with the rules, regulations, rates and tariffs of MGE as may be on file with and approved by the Commission on the effective date of the closing of the transaction, including the tariff sheets reflecting the existing base rates and purchase gas adjustment of MGE and authorizing Laclede Gas to adopt said tariff sheets, and to operate under the same as they may be changed from time to time as provided by law;

(e) authorizing Laclede Gas to adopt SUG's authorized depreciation rates for the involved assets;

(f) finding that the money, property or labor to be procured or paid for by Laclede Gas through the issuance and sale of debt and equity is reasonably required and necessary for the purposes set forth above and will be used therefor and that such purposes are not in whole or in part reasonably chargeable to operating expenses or to income.

(g) authorizing Laclede Gas to raise up to and including \$1.02 billion by issuing common or preferred stock, receiving paid-in-capital, and issuing long-term indebtedness, including debt evidenced by First Mortgage Bonds, by using the MGE assets acquired from Southern Union as security as may be necessary in connection with the financing of the transaction contemplated by the PSA and this Joint Application or as may be necessary in accordance with the terms and conditions of any of Laclede Gas' financing instruments and to execute, enter into, deliver and perform in accordance with all necessary agreements, notes and other documents as are necessary to issue the debt;

(h) authorizing SUG to transfer to Laclede Gas and Laclede Gas to acquire and record on its books and records the current levels of certain assets and liabilities of SUG related to the assets;

(i) authorizing Laclede Gas to account for MGE's pension benefit costs on a basis consistent with MGE's currently approved methodology, use FAS 87 calculations for regulatory purposes that do not reflect the impact of purchase accounting and that the prepaid pension asset receives similar treatment as the prepaid pension asset under MGE's approved methodology;

(j) authorizing Laclede Gas to account for the MGE gas employees and retirees postretirement welfare benefit cost on a basis consistent with the methodology used by SUG immediately prior to the sale and finding that the FAS 106 calculations do not reflect the impact of purchase accounting;

(k) authorizing SUG, effective upon the closing of the transaction, to terminate its responsibilities as a gas corporation in Missouri subject to the jurisdiction of the Commission;

(l) authorizing SUG and Laclede Gas to enter into, execute and perform in accordance with the terms of all other documents which may be reasonably necessary and

incidental to the performance of the transaction which is the subject of the PSA and this Joint Application;

(m) granting such other relief as may be deemed necessary to accomplish the purposes of the PSA and the Joint Application and to consummate the sale, transfer and assignment of the assets and related transactions pursuant to the PSA.

Respectfully submitted,

/s/ Todd J. Jacobs

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ATTORNEYS FOR SOUTHERN UNION COMPANY
d/b/a MISSOURI GAS ENERGY, THE LACLEDE
GROUP AND LACLEDE GAS COMPANY

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent via electronic mail on this 14th day of January 2013, to

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Jefferson City, MO 65102

Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

/s/Paul A. Boudreau

LIST OF ATTACHMENTS

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| Appendix 1 | Certificates of Good Standing evidencing LG's and Laclede Gas' standing to do business in Missouri |
| Appendix 2 | Purchase and Sale Agreement |
| Appendix 3 | Proposed Conditions |
| Appendix 4 | Certified copy of Resolutions of the Board of Directors of Southern Union |
| Appendix 5 | Certified copy of Resolutions of LG (to be late-filed) and Laclede Gas |
| Appendix 6 | Balance Sheet and Income Statement of Laclede Gas (to be late-filed) |