

(The above reserved for Recorder of Deeds certification)

1. ***Title of Document:*** AMENDED AND RESTATED FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING
2. ***Date of Document:*** [_____], 2017
3. ***Grantor(s):*** SUMMIT NATURAL GAS OF MISSOURI, INC., a Colorado corporation
Grantor Address: 7810 Shaffer Parkway, Suite 120, Littleton, Colorado 80127
4. ***Trustee:*** Carl Lumley
Trustee Address: 130 S. Bemiston, Suite 200, Clayton, MO 63105
5. ***Grantee(s):*** COBANK, ACB, as Administrative Agent for the Lenders
Grantee Address: 6340 S. Fiddlers Green Circle, Greenwood Village, CO 80111, Attention of Dustin Zubke
6. ***Legal Description:*** See Exhibits A & B attached at pages [25-59]
7. ***Reference Book and Page(s):*** NONE

THIS INSTRUMENT IS TO BE FILED IN THE REAL PROPERTY RECORDS.

THE GRANTOR IS A TRANSMITTING UTILITY.

PREPARED BY AND WHEN RECORDED RETURN TO:

**Carl Lumley, Esq.
Curtis, Heinz, Garrett & O'Keefe, P.C.
130 S. Bemiston, Suite 200
Clayton, Missouri 63105**

**AMENDED AND RESTATED FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT
OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING**

THIS AMENDED AND RESTATED DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this “Deed of Trust”) is made as of [_____], 2017, by SUMMIT NATURAL GAS OF MISSOURI, INC., a Colorado corporation, as grantor, having an address at 7810 Shaffer Parkway, Suite 120, Littleton, CO 80127 (“Grantor”), to Carl Lumley, having an address at 130 S. Bemiston, Suite 200, Clayton, MO 63105, as trustee (“Trustee”), for the benefit of COBANK, ACB, in its capacity as Administrative Agent (“Grantee” which term shall include each of its successors and assigns in such capacity) for the Secured Parties (as defined in the Credit Agreement defined below), as beneficiary, having an address at 5500 South Quebec Street, Greenwood Village, CO 80111, Attention of Brent Knight, Energy & Water Services Division. The Grantor is a Colorado corporation and its state organization number 20041356932.

**THIS DOCUMENT SECURES FUTURE ADVANCES AND OBLIGATIONS
PURSUANT TO SECTION 443.055, RSMo.**

RECITALS

A. Grantor owns a natural gas transmission and distribution system located in the Counties of Morgan, Camden, Miller, Greene, Texas, Wright, Douglas, Howell, Webster, Stone, Lawrence, Barry, Laclede, Taney, Daviess, Harrison, Benton, Cole, Pettis and Caldwell in the State of Missouri (the “Project”); [NTD: To be updated.]

B. Grantor and Grantee are parties to that certain Second Amended and Restated Credit Agreement dated as of [_____], 2017, among Grantor, Grantee and the other lenders (the “Lenders”) party thereto from time to time (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”) providing for a term loan to Grantor;

C. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Credit Agreement, and the rules of interpretation set forth in the Credit Agreement shall apply;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND WITH REFERENCE TO THE FOREGOING RECITALS, including the indebtedness herein recited and the trust herein created, Grantor hereby grants, bargains, sells, transfers, conveys, confirms and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Grantee, under and subject to the terms and conditions hereinafter set forth, all of Grantor’s right, title and interest in and to all of its present and future estate, right, title, and interest in and to the property described in the following paragraphs 1-19 (the “Trust Property”):

(1) the premises more particularly described on Exhibit A attached hereto and made a part hereof (the “Fee Property”);

(2) all of Grantor's interest in and to all easement agreements to which it is a party and which affect the Project, including but not limited to those listed in Exhibit B attached hereto and made a part hereof (the "Easement Agreements") affecting certain real property more particularly described or depicted in each of the Easement Agreements (the "Easement Property") together with all modifications, extensions and renewals thereof and all credits, deposits, options, privileges, and rights thereunder;

(3) The Project and all pipelines owned or to be acquired or constructed by Grantor (the "Pipelines") and all property, real, personal, or mixed, and all property interests, tangible and intangible, relating to such Pipelines, previously or subsequently acquired by Grantor, and all lands, easements, leases, buildings, franchises, rights-of-way, privileges, appurtenances, valves, meters, regulators, booster pumps, compressors, mains, pipes, apparatus, fixtures, appliances, machinery, hardware, equipment, and all other property, real, personal or mixed, now owned by Grantor or subsequently acquired by it by construction or otherwise and used in connection with the Trust Property or the Pipelines, and subsequent enlargements, extensions, improvements and additions thereto;

(4) all easements, franchises, permits, permit applications, municipal franchise ordinances, construction plans, rights-of-way and rights now owned or hereafter acquired by Grantor and used in connection with the Trust Property or as a means of access thereto, (the "Franchise Permit/Property") including, without limitation, the documents more particularly described on Exhibit C attached hereto the ("Franchise Permit/Agreements"), including, without limitation, all rights pursuant to any trackage agreements and all of Grantor's right, title and interest in and to all tenements, hereditaments and appurtenances of and to the Premises (defined in (10) below), and all water and water rights and shares of stock evidencing the same;

(5) all present and future structures, buildings, improvements, appurtenances, and fixtures of any kind on the Premises or the Easement Property, including, without limitation, the Project and the Pipelines (the "Improvements");

(6) any interest, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips arid gores of land adjacent to or used in connection with the Premises;

(7) all minerals, oil, gas, and other hydrocarbon substances on the Premises in which Grantor has an interest, as well as all development rights and air rights of Grantor relating to the Premises;

(8) all water, water rights, ditches, dams, pumps, pipelines and hydraulic machinery, reservoir sites, aqueducts, appropriations and franchises upon, leading to, connected with or enjoyed in connection with the Trust Property, and each and every part or parcel thereof, whether represented by shares of the capital stock of any ditch or water companies or by direct ownership, or otherwise, which are now owned, or which may have been or shall hereafter be acquired during the existence of this Deed of Trust, and used in connection with the Trust Property, or any part thereof;

(9) all raw materials, work in process and other materials used or consumed in the construction of, or now or hereafter located on or used in connection with, the Trust Property, the Pipelines, any Improvements or the Building Equipment (hereinafter defined) including, fuel and fuel deposits, now or hereafter located on the Premises or elsewhere or otherwise owned by Grantor;

(10) all leases, subleases, licenses, occupancy agreements, and concessions now or hereafter affecting the Trust Property or in which Grantor has an interest, including, but not limited to those leases more particularly described on Exhibit D attached hereto and made a part hereof (collectively, with all amendments, modifications, renewals, extensions and substitutions thereof, the “Leases”, with respect to the property described therein the “Leasehold Property” and together with the Fee Property, the Easement Property, and the Franchise/Permit Property, the “Premises”) and all accounts receivable, rents, royalties, income, and profits arising from the Trust Property;

(11) all proceeds and claims arising on account of any damage to or taking of the Trust Property or any part thereof; and all causes of action and recoveries for any loss or diminution in the value of the Trust Property, including, without limitation, all proceeds and all other compensation, awards, proceeds, damages, claims, rights of action, and payments that Grantor may receive or to which Grantor may become entitled with respect to the Trust Property or any part thereof;

(12) all goods, machinery, equipment, fittings, and fixtures of every kind and nature whatsoever of Grantor now or hereafter located on, or related to the use, operation, ownership, maintenance, development, construction and occupancy of, the Trust Property, and all property of every nature or kind whatsoever, whether deemed to be real or personal property, whether now or hereafter owned or acquired by Grantor and located in, on, used or procured for use in connection with the operation of the Trust Property, or the buildings, structures or other improvements thereon, including, without limitation, all fixtures, equipment, machinery, compressors, motors, piping, controls, pumps, valves, power units, wiring, apparatus, machinery and equipment required or necessary for the utilization or operation thereof, and all apparatus associated with the foregoing which are now or may hereafter pertain to or be used with, in, or on the Trust Property or any part thereof, even though they may be detached or detachable, including any and all buildings located thereon, or for use in any construction being conducted on the Trust Property and/or for the reconstruction, alteration and/or repair of such improvements now or hereafter erected thereon, all of which shall be deemed to be included within the Trust Property immediately upon delivery thereof to the Trust Property, and all extensions, additions, improvements, betterments, renewals, substitutions or replacements of, or to any of the foregoing, whether or not the same are or shall be attached to said buildings or improvements in any manner (the “Building Equipment”), it being understood and agreed that all Building Equipment is part and parcel of the Trust Property, whether or not located on or off the Premises, and appropriated to the use thereof and, whether affixed or annexed to the Trust Property or not, shall for the purpose of this Deed of Trust be deemed conclusively to be real estate and mortgaged hereby;

(13) all general intangibles relating to the development, ownership, or use of the Trust Property, including, without limitation, (a) all contracts with respect to which Grantor is a party and which pertain in anyway to the use or operation of the Project; (b) all names under which the Project may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; (c) all books, records, and other information in whatever form and however stored relating to the Trust Property; (d) all warranties, indemnities and guaranties relating to the Trust Property; (e) all of Grantor's interest in the Governmental Approvals (as defined in the Credit Agreement) obtained in connection with the construction, ownership, or operation of the Trust Property; (f) all goodwill in any way relating to the Trust Property and (g) all partnership interests, joint venture interests, patent rights, trademarks, copyrights, trade names, registrations, licenses, permits, and customer and subscriber lists related to the use, ownership, development, occupancy, construction and maintenance of the Trust Property;

(14) all plans, specifications, dies, blueprints, catalogues, computer hardware and software, tools, motors, vehicles, rolling stock, supplies, fuel, spare parts and supplies and any other item of personal property in which Grantor owns or acquires an interest or right, and which are used or useful in the construction, operation, use, or occupancy of the Pipelines and/or Improvements, together with all records of the business and all additions, accessions, replacements, substitutions, and improvements thereto wherever located, whether such items are presently in existence or acquired or created by Grantor at any time hereafter;

(15) all accounts of Grantor and all goods repossessed or returned in connection therewith;

(16) all inventory of Grantor, including, without limitation, all raw materials, work in process, and materials used or consumed in Grantor's business and goods held for sale or lease, together with all additions and accessions thereto and replacements therefor, and products thereof, all chattel paper of Grantor and all present and future amendments thereto;

(17) all documents and instruments of Grantor, including, without limitation, documents of title, securities, and all new, substituted, and additional documents and instruments issued with respect thereto, all voting or other rights now or hereafter exercisable and all cash and noncash dividends, all goods repossessed or returned in connection therewith, and all other property now or hereafter receivable with respect to any of the foregoing;

(18) any interest in the Trust Property whether in law or equity, that Grantor may hereafter acquire; and

(19) all proceeds of the items described in clauses (1) through (18) above. For purposes of this Deed of Trust, the term "proceeds" includes whatever is receivable or received when the property referred to above or proceeds are sold, collected, hypothecated, encumbered, exchanged, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums with respect to any insurance relating thereto. The items described in clauses 1 through 18, inclusive, that do not constitute real property, shall collectively be referred to herein as the "Personal Property".

This Deed of Trust secures the following obligations (collectively, the “Obligations”);

- (a) the payment of the indebtedness evidenced by the Credit Agreement, the Notes, the Related Credit Arrangements and any other Loan Document with interest thereon as provided in the Credit Agreement;
- (b) the satisfaction and performance of all other debts, obligations, covenants, agreements, and liabilities of Grantor to Grantee and/or Trustee arising out of, connected with, or related to this Deed of Trust and the other Loan Documents and all permitted amendments, extensions, or renewals of the foregoing documents, whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created, or incurred;
- (c) payment of all sums advanced by Grantee to protect the Trust Property, with interest thereon from and after the disbursement thereof at the Default Rate;
- (d) payment of all other sums, with interest thereon (if applicable), that may hereafter be loaned to Grantor, or its successors or assigns, by Grantee, or its successors, assigns or transferees, when created or evidenced by the Credit Agreement or by promissory notes reciting that they are secured by this Deed of Trust; and
- (e) performance of every obligation, covenant and agreement of Grantor contained in any agreement, document, or instrument now or hereafter executed by Grantor reciting that the obligations thereunder are secured by this Deed of Trust.

ARTICLE 1

COVENANTS OF GRANTOR

To protect the security of this Deed of Trust, Grantor covenants and agrees as follows:

1.1 Title. Grantor represents and warrants that it has good, valid and marketable title to the Trust Property, subject to no Lien (as defined in the Credit Agreement) other than Permitted Liens (as defined in the Credit Agreement). Grantor will forever warrant and defend the title to the Trust Property against the claims and demands of all persons whomsoever.

1.2 Performance of Obligations Secured. Grantor covenants and agrees to pay promptly when due the principal of and interest on the Credit Agreement, the Notes, the Related Credit Arrangements, all other Loan Documents and all other sums due by Grantor to Grantee pursuant to this Deed of Trust or the other Loan Documents, including any financing and commitment fees and late charges, and to perform each and every agreement and condition of Grantor contained herein or in the other Loan Documents. All sums payable by Grantor pursuant to this Deed of Trust shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged or

otherwise affected (except as expressly provided herein) by reason of (a) any event of loss; (b) any restriction or prevention of or interference by any third party with any use of the Trust Property or any part thereof, (c) any title defect or encumbrance or any eviction from the Premises or the Improvements or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Grantor or Grantee, or any action taken with respect to this Deed of Trust by any trustee or receiver of Grantor or Grantee, or by any court, in any such proceeding; (e) any default or failure on the part of Grantee to perform or comply with any of the terms hereof or of any other agreement with Grantor; or (f) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Grantor.

1.3 Insurance.

(a) Grantor shall cause the Improvements to be insured for the benefit of the Grantee as required by Section 6.7 of the Credit Agreement. Grantee shall not by the fact of approving, disapproving, accepting, preventing, obtaining, or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits.

(b) In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Property in extinguishment, in whole or in part, of the Obligations, all right, title and interest of Grantor in and to all policies of insurance required by Section 6.7 of the Credit Agreement and any unearned premiums paid thereon shall, without further act, inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Trust Property, and Grantor hereby appoints Grantee its lawful attorney-in-fact to execute any document necessary to effect or confirm such transfer.

(c) Grantor waives any and all right to claim or recover against Grantee and its respective successors and assigns, officers, directors, agents, representatives, employees, shareholders and consultants, for loss of or damage to Grantor, the Trust Property, Grantor's property or the property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

1.4 Condemnation, Insurance and Other Proceeds. All compensation, awards, proceeds, damages, claims, rights of action, and payments that Grantor may receive or to which Grantor may become entitled with respect to the Trust Property or any part thereof resulting from a casualty, condemnation or taking shall be applied in accordance with the Credit Agreement. In addition, all causes of action, whether accrued before or after the date of this Deed of Trust, of all types for damages or injury to the Trust Property or any part thereof, or affecting the value, operation, or usefulness of the Trust Property or any part thereof, including, without limitation,

causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are hereby assigned to Grantee as additional security, and the proceeds thereof shall be applied in accordance with the terms of the Credit Agreement. Following the occurrence of an Event of Default, Grantee may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof Grantor, immediately upon obtaining knowledge of the institution of any proceedings relating to requisition, condemnation, or other taking of or damage or injury to the Trust Property or any portion thereof, or knowledge of any casualty damage to the Trust Property or damage in any other manner, will notify Grantee in writing. Grantee may participate in any such proceedings and may join Grantor in adjusting any loss covered by insurance or negotiating the amount of any condemnation award.

1.5 Liens and Other Items. If Grantor shall fail to remove and discharge any Lien, then, in addition to any other right or remedy of Grantee, Grantee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien, by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law.

1.6 Taxes. Grantor shall not suffer, permit or initiate the joint assessment of any real and personal property which may constitute all or a portion of the Trust Property or suffer, permit or initiate any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Property as a single lien.

1.7 Limitation of Use. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning, ordinance or other public or private restriction limiting or defining the uses which may be made of the Trust Property without Grantee's prior written consent.

1.8 Disposition of Trust Property. Grantor shall not voluntarily or involuntarily, by operation of law or otherwise, sell, lease, transfer or otherwise dispose of, all or any part of the Trust Property or any interest therein.

1.9 Protection of Security.

(a) Grantee, in its sole and absolute discretion and without obligation so to do, without releasing Grantor from any obligation or waiving any default by Grantor, and without notice to or demand upon Grantor, may make any payment or do any act in such manner and to such extent Grantee deems necessary to protect the security of this Deed of Trust. In furtherance of Grantee's rights and power under the previous sentence (without limiting Grantee's general powers, whether conferred herein, in other Loan Documents or by law), upon the occurrence of an Event of Default, Grantee has the right, but not the obligation to do any or the following: (i) to enter upon and take possession of the Trust Property; (ii) to make additions, alterations, repairs and improvements to the Trust Property which it considers necessary or proper to keep the Trust Property in good

condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Grantee or Trustee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, Lien or debt which in the reasonable judgment of either may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including reasonable attorneys' fees and costs or other necessary or desirable consultants. If Trustee determines it is necessary, prudent or advisable to do so, Trustee has the right to appear and participate in any proceeding described in clause (iii) above. Grantor shall, immediately upon demand therefor by Grantee or Trustee, pay to Grantee and Trustee an amount equal to all respective costs and expenses reasonably incurred by such party in connection with the exercise by either Grantee or Trustee or both of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and reasonable attorneys' fees and costs, together with interest thereon from the date of such demand at the Default Rate.

(b) Without limiting the generality of Section 1.9(a) above, Grantor hereby irrevocably constitutes and appoints Grantee and any designee, officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time, for the purpose of carrying out the terms of and in a manner consistent with the terms of this Deed of Trust and, upon the occurrence and continuation of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Deed of Trust. Grantor hereby gives Grantee the power and right, on behalf of Grantor, without notice to or assent by Grantor, upon the occurrence and continuation of an Event of Default, to do the following:

(1) pay or discharge Taxes, Liens, security interests or other encumbrances levied or placed on or threatened against the Trust Property (or any portion thereof), to effect any repairs or obtain any insurance required by the terms of this Deed of Trust or the other Loan Documents and to pay all or any part of the premium therefor and the costs thereof;

(2) ask, demand, collect, receive and give acquittances and receipts for any and all Rents and Profits (as defined in Section 2.1 below) or other moneys due and to become due in connection with any Trust Property and, in the name of Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instrument for payment of any and all Rents and Profits or other moneys due in connection with the Trust Property;

(3) file any claim, institute any proceeding in any court of law or equity, or take any other action deemed appropriate by Grantee for the purpose of collecting any and all Rents and Profits or other moneys due in connection with the Trust Property whenever payable and to enforce any other right in respect of the Trust Property;

(4) direct any party liable for any payment due in connection with the Trust Property to make payment of any and all moneys due and to become due thereunder directly to Grantee or as Grantee shall direct;

(5) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts and other documents relating to the Trust Property;

(6) defend any suit, action or proceeding with respect to the Trust Property;

(7) settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give discharges or releases;

(8) generally sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trust Property as fully and completely as though Grantee were the absolute owner thereof for all purposes, and to do, at Grantee's option and at Grantor's expense, at any time, or from time to time, all acts and things which Grantee deems necessary to protect, preserve or realize upon the Trust Property and Grantee's security interest therein, in order to effect the intent of this Deed of Trust, all as fully and effectively as Grantor might do; and

(9) take possession of all or any part of the Trust Property, and to exclude Grantor and all persons claiming under Grantor wholly or partly therefrom, and thereafter to hold, store, use, operate, manage and control the same, and upon any such taking of possession, at the expense of Grantor, to make all such repairs, replacements, alterations, additions and improvements to and of the Trust Property as Grantee may deem proper, and to manage and control the Trust Property and to carry on the business of, and to exercise all rights and powers of, Grantor in respect thereto as Grantee shall deem best, including the right to enter into any and all such agreements with respect to the leasing and/or operation of the Trust Property or any part thereof as Grantee may see fit, and to collect and receive all Rents and Profits, with such Rents and Profits being applied, to pay, in the order determined by Grantee in its sole discretion, the expenses of holding and operating the Trust Property, of conducting the business thereof and of all maintenance, repairs, replacements, alterations, additions and improvements with respect thereto, and to make all payments which Grantee may be required or may elect to make, if any, for Taxes, assessments, insurance and other charges upon the Trust Property or any part thereof, and all other payments which Grantee may be required or authorized to make under any provision of this Deed of Trust (including, without limitation, reasonable legal costs and attorneys' fees and costs) and the Obligations. Any surplus after payment in full of the Obligations will be, subject to the terms of the other Loan Documents, paid to Grantor. Grantor hereby ratifies all that Grantee shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(c) The powers conferred on Grantee hereunder are solely to protect its interests in the Trust Property and shall not impose any duty upon it to exercise any such

powers. Grantee shall be accountable only for such amounts as Grantee shall actually receive as a result of the exercise of such powers and neither Grantee nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for their own gross negligence or willful misconduct.

(d) Grantor also authorizes Grantee, following the occurrence of an Event of Default, (i) to communicate at any time in its own name with any party to any contract, agreement or instrument related to the Trust Property with regard to any matter relating to such contract, agreement or instrument, and (ii) to execute, in connection with any sale by Grantor that is permitted in the Loan Documents, any endorsements, assignments, bills of sale or other instruments of conveyance or transfer with respect to the Trust Property.

1.10 Leases and Easements. Grantor hereby represents and warrants that the Leases, Easement Agreements and Franchise/Permit Agreements are valid and are in full force and effect and unmodified, and that to its knowledge, there are no existing defaults under the provisions of any Lease or Easement Agreement by any party thereto.

1.11 Additional Security. No other security now existing, or hereafter taken, to secure the Obligations shall be impaired or affected by the execution of this Deed of Trust; and all additional security shall be taken, considered and held as cumulative. The taking of additional security, execution of partial releases of the security, or any extension of the time of payment of the Obligations shall not diminish the force, effect or lien, of this Deed of Trust and shall not affect or impair the liability of any maker, surety or endorser for the payment of said Obligations. If Grantee at any time holds additional security for any of the Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently, or after a sale is made hereunder.

1.12 Appointment of Successor Trustee. Grantee may, from time to time, by a written instrument executed and acknowledged by Grantee and recorded in the county in which the Trust Property is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any trustee named herein or acting hereunder; and said successor shall, without conveyance from the trustee predecessor, succeed to all title, estate, rights, powers and duties of said predecessor.

1.13 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, transferees, designees and assigns.

1.14 Trustee's Costs and Expenses. Grantor shall pay all reasonable costs, fees and expenses of Trustee and its agents and counsel in connection with the performance of its duties hereunder, including, without limitation, the cost of any trustee's sale guaranty or other title insurance coverage ordered in connection with any foreclosure proceedings hereunder.

1.15 Further Assurances.

(a) Grantor shall execute, acknowledge and deliver, from time to time, such further, instruments as may be necessary, or that the Grantee may reasonably request in order to accomplish the purposes of this Deed of Trust (collectively, the “Further Instruments”).

(b) Grantor, immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, shall cause this Deed of Trust and each Further Instrument to be executed, acknowledged, filed, registered or recorded, and refiled, reregistered or rerecorded in such manner and in such places as may be required by any present or future law in order to publish notice of and perfect the lien and estate of this Deed of Trust upon, and security tide in and to the Trust Property created by the Deed of Trust.

(c) Grantor shall pay all filing, registration and recording fees, all refiling, registration and rerecording fees, and all expenses incident to the execution, delivery and Acknowledgment of this Deed of Trust and Further Instruments, and all federal, state, city or county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, and recordation of this Deed of Trust and each Further Instrument.

1.16 After Acquired Property. Any and all real property which is hereafter acquired by Grantor shall immediately, without any further conveyance, assignment or act on the part of Grantor, Grantee or Trustee, become and be subject to the lien and security interest of this Deed of Trust as fully and completely as though specifically described herein, but nothing contained in this Section 1.16 shall be deemed to modify or change the obligations of Grantor under Section 1.15 hereof. If and whenever from time to time Grantor shall hereafter acquire any real property or interest therein which constitutes or is intended to constitute part of the Trust Property hereunder (including any interest in any part of the Project or the Premises), Grantor shall promptly give notice thereof to Grantee and Grantor shall forthwith execute, acknowledge and deliver to Trustee and Grantee a supplement to this Deed of Trust, in form and substance reasonably satisfactory to Grantee, subjecting the property and interests so acquired to the lien of this Deed of Trust.

ARTICLE 2

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.1 Assignment of Rents, Issues and Profits. Grantor hereby irrevocably, unconditionally and absolutely assigns and transfers to Grantee (such assignment being an absolute assignment), without having to first take possession of the Trust Property, all of its right, title and interest in, to and under all rents, royalties, issues, profits, revenue, income, proceeds and other benefits payable to Grantor and derived from the Trust Property (collectively, the “Rents and Profits”) and hereby gives to and confers upon Grantee the right, power and authority to collect such Rents and Profits, subject to the terms of this Deed of Trust. Grantor

irrevocably appoints Grantee its true and lawful attorney-in-fact, at the option of Grantee at any time and from time to time, upon the occurrence of and during the continuance of an Event of Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Grantor or Grantee, for all such Rents and Profits, and apply the same to the Obligations. Nothing contained in this Section 2.1, or any collection of Rents and Profits by Grantee, or its agent or a receiver, shall be construed to make Grantee or the Secured Parties (a) a “mortgagee-in-possession” of the Trust Property; (b) responsible for performing any of the obligations of Grantor under any Lease; (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Trust Property, or any negligence in the management, upkeep, repair or control of the Trust Property; or (d) liable in any manner for the Trust Property or the use, occupancy, enjoyment or operation of all or any part of it.

2.2 Collection Upon Default. Upon the occurrence of an Event of Default, Grantee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Trust Property, or any part thereof, in its own name sue for or otherwise collect such Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, without limitation, attorneys’ fees and costs, upon any Obligations, and in such order as Grantee may determine. The collection of such Rents and Profits, or the entering upon and taking possession of the Trust Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

2.3 Additional Leases.

(a) Grantor shall at any time or from time to time, upon request of Grantee, transfer and assign to Grantee in such form as may be satisfactory to Grantee, Grantor’s interest in any additional lease, sublease, or other occupancy agreement of any part of the Trust Property that is entered into after the date hereof in accordance with, and as permitted by, the Loan Documents (collectively, “Additional Leases”), subject to and upon the condition, however, that prior to the occurrence of any Event of Default, the Rents and Profits shall be collected, deposited, remitted and paid in accordance with the terms of this Deed of Trust. Whenever requested by Grantee, Grantor shall furnish to Grantee a certificate of Grantor setting forth the names of all lessors or lessees under any Additional Leases, the term of the lease, and the rent payable thereunder.

(b) Each Additional Lease of the Trust Property under which Grantor is the lessor shall make provision for the attornment of lessee thereunder to any person succeeding to the interest of Grantor as the result of any foreclosure or transfer in lieu of foreclosure hereunder, said provision to be in form and substance approved by Grantee.

ARTICLE 3

SECURITY AGREEMENT

3.1 Creation of Security Interest. Grantor hereby grants to Grantee a security interest in and to all Personal Property to secure the Obligations.

3.2 Representations, Warranties, and Covenants of Grantor. Grantor hereby represents, warrants and covenants (which representations, warranties and covenants shall survive creation of any Obligations and any extension of credit thereunder) that the Personal Property is not used or bought for personal, family, or household purposes.

3.3 Use of Personal Property by Grantor. Until the occurrence and during the continuance of an Event of Default, Grantor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust, any policy of insurance and the provisions of the Loan Documents.

3.4 Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Article 5 below, upon the occurrence of an Event of Default and during the continuance thereof; Grantee may, at its option, do any one or more of the following:

(1) either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Grantor and all others claiming under Grantor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Grantor with respect to the Personal Property or any part thereof. If Grantee demands or attempts to take possession of the Personal Property in the exercise of any rights under this Deed of Trust, Grantor agrees to promptly turn over and deliver possession thereof to Grantee;

(2) without notice to or demand upon Grantor, make such payments and do such acts as Grantee may deem necessary to protect its security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any Lien, whether superior or inferior to such security interest so long as such Lien is not expressly permitted in accordance with the Loan Documents) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorneys' fees) incurred in connection therewith;

(3) either personally or through its agents and representatives, enter upon any or all of Grantor's premises and property to exercise Grantee's rights hereunder, including, without limitation, assembling the Personal Property, or any portion thereof, at a place designated by Grantee;

(4) realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Grantee by this Deed of Trust, by any other Financing Document or by law, either concurrently or in such order as Grantee may determine. Without limiting the generality of the foregoing, Grantee may proceed, in any sequence, (i) to exercise its rights under Article 5, with respect to all or any portion of the Trust Property and all or any portion of the Personal Property; and (ii) to exercise its rights under this Section 3.4 with respect to all or any portion of the Personal Property in accordance with the provisions of Section 9-601 of the Uniform Commercial Code;

(5) sell or cause to be sold in such order as Grantee may determine, as a whole or in such parcels as Grantee may determine, the Personal Property and the remainder of the Trust Property;

(6) sell, lease or otherwise dispose of the Personal Property at public sale, upon terms and in such manner as Grantee may determine. Grantee or any Secured Party may be a purchaser at any sale; and/or

(7) exercise any remedies of a secured party under the Uniform Commercial Code or any other applicable law.

(b) Unless the Personal Property (i) is perishable or threatens to decline speedily in value, or (ii) is of a type customarily sold on a recognized market, Grantee shall give Grantor at least ten (10) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof to be made. Such notice may be mailed to Grantor at the address set forth in Section 6.3 below.

(c) The proceeds of any sale under Section 3.4(a) above shall be applied as follows:

(1) to the repayment of the reasonable costs and expenses of taking, holding and preparing for the sale and the selling of the Personal Property (including, without limitation, costs of litigation and attorneys' fees) and the discharge of all Liens and claims thereof, if any, on the Personal Property prior to the security interest granted herein (except any Liens subject to which such sale shall have been made);

(2) to the payment of the Obligations in such order as Grantee shall, in its sole discretion, determine; and

(3) the surplus, if any, shall be paid in accordance with the terms of the Loan Documents.

(d) Grantee shall have the right to enforce one or more remedies under this Section 3.4 successively or concurrently; and such action shall not operate to estop or prevent Grantee from pursuing any further remedy that it may have.

3.5 Security Agreement. This Deed of Trust constitutes and shall be deemed to be a “security agreement” for all purposes of the Uniform Commercial Code; and Grantee shall be entitled to all the rights and remedies of a “secured party” under the Uniform Commercial Code.

3.6 Financing Statement and Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing pursuant to the provisions of Section 9 of the Uniform Commercial Code, with respect to those portions of the Trust Property consisting of goods which are or are to become fixtures relating to the Premises. Grantor covenants and agrees that the filing of this Deed of Trust in the real estate records of the county where the Trust Property is located shall also operate from the date of such filing as a fixture filing in accordance with Uniform Commercial Code, Sections 9-334 and 9-502. Without the prior written consent of Grantee, Grantor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the Personal Property, including replacements and additions thereto. Upon the occurrence and during the continuance of an Event of Default, Grantee shall have the remedies of a secured party under the Uniform Commercial Code and, at Grantee’s option, may also invoke the other remedies provided in this Deed of Trust. The Grantor is a Colorado corporation and its state organization number is 20041356932.

ARTICLE 4

EVENTS OF DEFAULT

An “Event of Default” under the Credit Agreement shall constitute an event of default (“Event of Default”) hereunder.

ARTICLE 5

REMEDIES

Upon the occurrence and during the continuance of any Event of Default, Grantee and Trustee shall have the following rights and remedies:

5.1 Acceleration Upon Default; Additional Remedies. Grantee may, at its option, declare all Obligations to be immediately due and payable without presentment, demand, protest or notice of any kind. In addition, Grantee may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of and manage the Trust Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability, utility or rentability of the Trust Property, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Property, sue for or otherwise collect the Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, without limitation, attorneys’ fees and costs, upon any Obligations, all in such order as

Grantee may determine. The entering upon and taking possession of the Trust Property, the collection of such Rents and Profits, and the application thereof as aforesaid, shall not cure or waive any Event of Default or invalidate any act done in response to such Event of Default and, notwithstanding the continuance of possession of all or any portion of the Trust Property or the collection, receipt and application of Rents and Profits, Grantee or Trustee shall be entitled to exercise judicial or power of sale foreclosure and every other right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale; and/or,

(d) Exercise all other rights and remedies provided herein, in any Loan Document or other document or agreement now or hereafter securing all or any portion of the Obligations, or otherwise available under any law.

5.2 Foreclosure by Power of Sale. Should Grantee elect to foreclose by exercise of the power of sale herein contained, Grantee shall notify Trustee and shall deposit with Trustee copies of this Deed of Trust and the Credit Agreement and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Grantee, Trustee shall, without demand on Grantor, after lapse of such time as may then be required by law and after notice of sale having been given as required by law ("Notice of Trustee's Sale"), sell the Trust Property at the time of sale fixed by it in said Notice of Sale at a front door (to be designated by Trustee) of the building then appointed for holding the foreclosure sale by the Circuit Court of the County in which the Premises are located, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Grantor, Grantee, Trustee or any Secured Party, may purchase at such sale and Grantor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with any sale permitted under this Deed of Trust, Trustee shall apply the proceeds of sale in the following priority: to payment of: (i) first, all sums expended by Grantee or Trustee under the terms hereof, not then repaid, with accrued interest at the Default Rate; (ii) second, to all other Obligations in such

order and amounts as Grantee in its sole discretion determines and (iii) the remainder, if any, in accordance with the terms of the Loan Documents.

(c) Trustee may postpone sale of all or any portion of the Trust Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

5.3 Appointment of Receiver. Grantee, as a matter of right and without notice to Grantor or anyone claiming under Grantor, and without regard to the then value of the Trust Property or the adequacy of any security for the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Grantee in case of entry as provided herein and in the Credit Agreement and the other Loan Documents and shall continue as such and exercise all such powers until the later of (a) the date of confirmation of sale of the Trust Property; (b) the disbursement of all proceeds of the Trust Property collected by such receiver and the payment of all expenses incurred in connection therewith, or (c) the termination of such receivership with the consent of Grantee or pursuant to an order of a court of competent jurisdiction.

5.4 Remedies Not Exclusive to Grantee. Trustee shall be entitled to enforce payment and performance of any Obligations and to exercise all rights and powers under this Deed of Trust or under any Loan Document or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Grantee's right to realize upon or enforce any other security now or hereafter held by Trustee or Grantee, it being agreed that Trustee or Grantee shall each be entitled to enforce this Deed of Trust and any other security now or hereafter held by Trustee or Grantee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Grantee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to the Trustee or Grantee or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee or Grantee and either of them may pursue inconsistent remedies.

5.5 Disposition of Trust Property and Proceeds. Notwithstanding any provision in this Deed of Trust to the contrary, any proceeds of any disposition of any Trust Property or proceeds thereof, or any part thereof, shall be applied by the Grantee toward the payment of the Obligations in such order as set forth in Section 8.3 of the Credit Agreement.

ARTICLE 6

MISCELLANEOUS

6.1 Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.2 Grantor Waiver of Rights. Grantor waives to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisalment before sale of any portion of the Trust Property; (b) all rights of redemption, valuation, appraisalment, stay of execution, notice of election to mature or declare due the whole of the Obligations and marshalling of assets in the event of foreclosure of the liens hereby created and (c) all rights and remedies which Grantor may have or be able to assert by reason of the laws of the State of Missouri, the laws of any other state, or the laws of the United States of America, pertaining to the rights and remedies of sureties. Without limiting the generality of the foregoing, Grantor waives, to the extent permitted by law, all rights to direct the order in which any of the Trust Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Trust Property or any other property now or hereafter constituting security for the Obligations marshaled upon any foreclosure of this Deed of Trust or of any other security for any of such Obligations.

6.3 Notices. All communications and notices to be given under this Deed of Trust shall be, in writing and shall be delivered and shall be deemed effective as provided in Section 10.3 of the Credit Agreement. All such communications and notices shall be sent to the intended recipient addressed as follows:

Grantor:

Summit Natural Gas of Missouri, Inc.
7810 Shaffer Parkway, Suite 120
Littleton, Colorado 80127
Attn: [_____]

Grantee:

CoBank, ACB
6340 S. Fiddlers Green Circle
Greenwood Village, Colorado 80111
Attn: Credit Information Services
Facsimile No. 303-224-6101
Email: CIServices@cobank.com

With an electronic copy to:

Attn: Power, Energy & Utilities Division
Email: PEUCredit@cobank.com

6.4 Grantor Not Released. Extension of the time for payment or modification of the terms of payment of any Obligations granted by Grantee to Grantor or any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor. Grantee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the Obligations, by reason of any demand made by the original Grantor. Without affecting the liability of any person, including Grantor, for the payment of any Obligations, or the lien of this Deed of Trust on the remainder of the Trust Property for the full amount of any such Obligations and liability unpaid, Trustee and Grantee are respectively empowered as follows: Grantee may from time to time and without notice (a) release any person liable for the payment of any of the Obligations; (b) extend the time of payment of any of the Obligations; (c) accept additional real or personal property of any kind as security therefor, whether evidenced by deeds of trust, mortgages, security agreements, or any other instruments of security; or (d) alter, substitute or release any property securing the Obligations. Trustee may, at any time, and from time to time, upon the written request of Grantee (i) consent to the making of any map or plat of the Trust Property or any part thereof; (ii) join with Grantor in granting any easement or creating any restriction thereon; (iii) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge hereof; or (iv) reconvey, without any warranty, all or part of the Trust Property.

6.5 Reconveyance. Upon payment in full of the Obligations, the Grantee shall execute and deliver to Grantor a deed of release in recordable form.

6.6 Interpretation. Wherever used in this Deed of Trust, unless the context otherwise indicates a contrary intent, or unless otherwise specifically provided herein, the word “Grantor” shall mean and include Grantor and any subsequent owner or owners of the Trust Property, the word “Grantee” shall mean and include not only Grantee but any subsequent beneficiaries hereunder and also any future owner and holder, including pledgees and transferees, of the Credit Agreement, the Notes, or any other Loan Document. In this Deed of Trust, the use of the word “including” shall not be deemed to limit the generality of the term or clause to which it has reference, whether or not non-limiting language (such as “without limitation” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter. The captions and headings of the Articles and Sections of this Deed of Trust are for convenience only and are not to be used to interpret, define, or limit the provisions hereof.

6.7 Consent: Delegation to Sub-Agent. The granting or withholding of consent by Grantee to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions. Wherever a power of attorney is conferred upon Grantee hereunder, it is understood and agreed that such power is conferred with full power of substitution, and Grantee may elect in its sole discretion to exercise such power

itself or to delegate such power, or any part thereof, to one or more sub-agents; provided, however, that Grantee shall not delegate any such power to any Person that is a competitor of Grantor or an affiliate of any such Person.

6.8 Successors and Assigns. All of the grants, obligations, covenants, agreements, terms, provisions, and conditions herein shall run with the land and shall apply to, bind, and inure to the benefit of, the heirs, administrators, executors, legal representatives, successors and assigns of Grantor and the successors in trust of Trustee and the endorsees, transferees, successors, and assigns of Grantee. If Grantor is composed of more than one party, the obligations, covenants, agreements, warranties contained herein as well as the obligations arising therefrom are and shall be joint and several as to each such party.

6.9 Governing Law. This Deed of Trust is being delivered and is intended to be performed in the State of Missouri, and shall be construed and enforced in accordance with, and the rights of the parties governed by, the laws of the State of Missouri.

6.10 Subrogation. To the extent that proceeds of the Credit Agreement, Notes, and other Loan Documents or other sums advanced by Grantee are used to pay any outstanding Lien against the Trust Property, such proceeds have been or will be advanced by Grantee at Grantor's request, and Grantee shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding Liens, irrespective of whether said Liens are released.

6.11 Time of the Essence. Time is of the essence of the Credit Agreement, the Notes, this Deed of Trust, the other Loan Documents and the performance of all provisions hereof and thereof.

6.12 Future Advances. This Deed of Trust secures future advances and future obligations as provided or referred to herein and is governed by the provisions of Section 443.055, RSMo, as amended. This Deed of Trust secures any contractual future advances by Grantee to Grantor or any future contractual obligations of Grantor to Grantee, without regard to whether any such advances or obligations are optional or obligatory with Grantee; provided, however, that the total principal amount of future advance and future obligations secured by this Deed of Trust shall not exceed, at any time, \$[150,000,000.00] plus such other amounts referred to herein and plus the costs of protecting and preserving the Trust Property and the lien of this Deed of Trust paid by Grantee pursuant to this Deed of Trust. Nothing herein shall be deemed to obligate Grantee to make any future advances to Grantor.

6.13 Oral Agreements. The following is added to this Deed of Trust pursuant to Section 432.045 of the Missouri Revised Statutes; as used below, "borrower" shall mean Grantor and "creditor" shall mean Beneficiary:

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR REVIEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT BORROWER AND

CREDITOR FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENT WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, THE CREDIT AGREEMENT, THE NOTES AND THE OTHER LOAN DOCUMENTS WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BORROWER AND CREDITOR, EXCEPT AS BORROWER AND CREDITOR MAY LATER AGREE IN WRITING TO MODIFY IT.

6.14 Statutory Notice — Insurance. The following notice is given pursuant to Section 427.120 of the Missouri Revised Statutes; nothing contained in such notice shall be deemed to limit or modify the terms of the other documents securing the Loan:

UNLESS GRANTOR (“BORROWER”) PROVIDES EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY ITS AGREEMENT WITH BENEFICIARY (“CREDITOR”), CREDITOR MAY PURCHASE INSURANCE AT BORROWER’S EXPENSE TO PROTECT CREDITOR’S INTERESTS IN BORROWER’S COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT BORROWER’S INTERESTS. THE COVERAGE THAT CREDITOR PURCHASES MAY NOT PAY ANY CLAIM THAT BORROWER MAKES OR ANY CLAIM THAT IS MADE AGAINST BORROWER IN CONNECTION WITH THE COLLATERAL. BORROWER MAY LATER CANCEL ANY INSURANCE PURCHASED BY CREDITOR, BUT ONLY AFTER PROVIDING EVIDENCE THAT BORROWER HAS OBTAINED INSURANCE AS REQUIRED BY THE FINANCING AGREEMENT. IF CREDITOR PURCHASES INSURANCE FOR THE COLLATERAL, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES CREDITOR MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO BORROWER’S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN ON ITS OWN.

6.15 Penny Lease Provision. Trustee hereby lets the Property to Grantor until a sale is held under the foregoing provisions therefore, or until an Event of Default shall occur,

upon the following terms and conditions, to wit: Grantor and all persons or entities claiming or possessing any of the Property by, through, or under Grantor shall pay rent therefor during said term at the rate of one cent per month, payable monthly upon demand, and shall surrender immediate peaceable possession of the Property (and any and every part thereof) sold under the provisions of this Deed of Trust to the purchase thereof under such sale, without notice or demand therefore, and shall and will at once, without notice, surrender up possession of the Property and every part thereof in the event Grantee shall take charge and enter as hereinbefore provided.

6.16 Prior Deed of Trust. This Deed of Trust is made and granted as a renewal, modification, increase, and amendment of, and not in novation or discharge of, (x) that certain Future Advance Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of January 3, 2012, granted by Grantor to Trustee for the benefit of Grantee, counterparts of which were recorded in (a) the Recorder of Deeds office for (i) Barry County, Missouri at Book 12, Page 91, (ii) Benton County, Missouri at Book 612, Page 1220, (iii) Caldwell County, Missouri at Book 100, Page 1782, (iv) Daviess County, Missouri at Book 255, Page 54, (v) Douglas County, Missouri as Instrument No. 120152, (vi) Greene County, Missouri at Book 2012, Page 1370, (vii) Harrison County, Missouri as Instrument No. 20112413, (viii) Howell County, Missouri as Instrument No. 2012R0028, (ix) Laclede County, Missouri at Book 255, Page 9782, (x) Lawrence County, Missouri at Book 448, Page 25, (xi) Pettis County, Missouri as Instrument No. 2012-0052, (xii) Stone County, Missouri as Instrument No. 201200000167, (xiii) Taney County, Missouri at Book 2012L, Page 00628, (xiv) Texas County, Missouri at Book 2012, Page 14, (xv) Webster County, Missouri at Book 2012, Page 51, (xvi) Wright County, Missouri at Book 314, Page 770, (b) the Missouri Secretary of State's Office as File No. 120119259858, and (c) the Colorado Secretary of State's Office as File No. 20122000394, and (y) that certain Future Advance Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of January 28, 2013, granted by Grantor to Trustee for the benefit of Grantee, counterparts of which were recorded in [list distribution of counties and recording information].

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned has executed this Deed of Trust the day and year first hereinabove written.

SUMMIT NATURAL GAS OF MISSOURI, INC., a Colorado corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On _____, 2017, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the _____ of SUMMIT NATURAL GAS OF MISSOURI, INC., a Colorado corporation, and that said instrument was signed on behalf of said corporation by authority of its partners, and said officer acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature)

My Commission Expires: