

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF  
SUMMIT NATURAL GAS OF MISSOURI, INC.  
(THE “COMPANY”)**

**November 18, 2017**

**WHEREAS**, the Company entered into that certain Amended and Restated Credit Agreement, dated as of January 28, 2013 (as amended by the First Amendment to Credit Agreement, dated as of June 17, 2015, the Second Amendment to Amended and Restated Credit Agreement, dated as of December 21, 2015, and the Third Amendment to Credit Agreement, dated as of May 27, 2016, the “Existing Credit Agreement”), by and between the Company, as borrower, CoBank, ACB, as Administrative Agent (the “Existing Administrative Agent”), and the lenders from time to time party thereto, pursuant to which the lenders thereunder have extended to the Company \$100,000,000 of term loans (the “Existing Term Loans”);

**WHEREAS**, to secure the obligations under the Existing Credit Agreement, the Company entered into (i) that certain Security Agreement (the “Existing Security Agreement”) in favor of the Existing Administrative Agent, whereby the Company granted a security interest in substantially all of its assets to the Existing Administrative Agent, for the benefit of the Secured Parties (as defined in the Existing Credit Agreement) and (ii) that certain Future Advance Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, dated as of January 28, 2013 (the “Existing Mortgage”) in favor of the Existing Administrative Agent for the benefit of the Secured Parties (as defined in the Existing Credit Agreement);

**WHEREAS**, the Company proposes to approve and enter into an amendment and restatement of the Existing Credit Agreement (as so amended and restated, the “Credit Agreement”), by and between the Company, as borrower, CoBank, ACB, as Administrative Agent (the “Administrative Agent”), and the lenders party thereto (the “Lenders”), to make certain amendments thereto and to refinance the Existing Term Loans;

**WHEREAS**, in connection with the Company’s entry into the Credit Agreement, the Company proposes to enter into (i) an amendment and restatement of the Existing Security Agreement (as so amended and restated, the “Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement) and (ii) an amendment and restatement of the Mortgage (as so amended and restated, the “Mortgage”), in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement), in each case, securing the obligations of the Company under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement); and

**WHEREAS**, the Board of Directors deems it to be in the best interest of the Company to enter into, execute, deliver and perform under, as applicable, the Credit Agreement, the Security Agreement, the Mortgage, any other loan documents, and all notices, agreements, documents, instruments, recordings or filings related thereto to which the Company is a party from time to time (including, without limitation, mortgages, deeds of trust, collateral access agreements, landlord waivers (or similar agreements to any of the foregoing), security agreements, pledge agreements, guarantees, control agreements, stock powers, assignments, promissory notes, endorsements, payoff letters (or other related letters and agreements), notices of borrowing, requests for advances, requests for issuance of

letters of credit, any fee letters, agreements in respect of interest rate or other hedging arrangements, post-closing agreements and documents, instruments, recordings or filings relating to any of the foregoing), and all necessary or desirable amendments, supplements, renewals, increases, extensions for any period, rearrangements, retirements, waivers, compromises, consents or any other modification to any of the foregoing from time to time (collectively, the “Transaction Documents”) in connection with the Credit Agreement.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors finds that the incurrence of the liabilities and obligations arising from each Transaction Document, (i) is necessary and convenient to the conduct, promotion and attainment of the business of the Company, and (ii) may reasonably be expected to benefit the Company, directly or indirectly; and be it further

**RESOLVED**, that the Company be, and hereby is, authorized and empowered to execute, deliver, and perform its obligations under, the Transaction Documents to which it becomes a party; and be it further

**RESOLVED**, that the Company be, and hereby is, authorized and empowered to borrow the Term Loans (as defined in the Credit Agreement) pursuant to the terms of the Credit Agreement; and be it further

**RESOLVED**, that each of Kurt W. Adams, as President and Chief Executive Officer of the Company, and Steven E. Birchfield, as Executive Vice President and Chief Financial Officer of the Company, or any other officer or any other person acting at the direction of the foregoing officers of the Company or the Board of Directors (collectively, the “Authorized Officers” and each an “Authorized Officer”) be, and hereby is, authorized and empowered to take such actions and to execute, deliver, record and/or file such certificates, agreements, documents, affidavits and other instruments, as such person shall deem necessary or appropriate to consummate the transactions contemplated by the Transaction Documents, or to cause the Company to perform as contemplated by the Transaction Documents to which the Company becomes a party; and be it further

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Company to pay, or cause to be paid, the fees, expenses and other obligations as contemplated in the Credit Agreement, the Security Agreement, the Mortgage and any other Transaction Document to which the Company becomes a party; and be it further

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and empowered to negotiate such terms, conditions and provisions for the Transaction Documents to which the Company is to become a party as such Authorized Officer may deem best, and to execute and deliver, as required, such Transaction Documents as may be desired or required and containing such terms, conditions and provisions as may be acceptable or agreeable to such Authorized Officer, such acceptance and agreement to be conclusively evidenced by such Authorized Officer’s execution and delivery thereof; and be it further

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and empowered to take such further action and do all things that may appear in such Authorized Officer’s discretion to be necessary in connection with the amendment, supplement, modification or replacement of, or waiver or consent in respect of any term, condition or provision of the Transaction Documents

to which the Company becomes a party and the other agreements or instruments executed in connection therewith; and be it further

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and empowered to do, or cause to be done, all such acts or things and to execute and deliver, or cause to be executed and delivered, under seal or otherwise, all such Transaction Documents, or other documents, instruments, filings and certificates (including, without limitation, any and all notices and certificates required or permitted to be given or made under the terms of any of the instruments or agreements executed on behalf of the Company in connection therewith), in the name and on behalf of the Company and each of the Company's subsidiaries as any such Authorized Officer, in his or her discretion, may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions and to perform the obligations of the Company and any such subsidiary under all instruments executed on behalf of the Company or any subsidiary of the Company in connection with the Transaction Documents to which the Company or any subsidiary of the Company is a party; and be it further

**RESOLVED**, that the execution by any Authorized Officer of any document, or performance of any act, authorized by the foregoing resolutions or any document executed, or act performed, in the accomplishment of any action or actions so authorized, is (or shall become upon delivery) the enforceable and binding act and obligation of the Company without the necessity of the signature or attestation of any other officer or representative of the Company; and be it further

**RESOLVED**, that the Administrative Agent may file any financing statement(s) against the Company in connection with the perfection of any security interest created or granted under the Transaction Documents to which the Company becomes a party and such financing statement(s) may, without limitation, include an "all assets" collateral description, including, without limitation, "all assets of the debtor, whether now owned or hereafter acquired or in which debtor otherwise has rights and all proceeds thereof"; and be it further

**RESOLVED**, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by any officer or representative of the Company in connection with the foregoing matters are hereby ratified, confirmed, adopted and authorized in all respects by the Board; and be it further

**RESOLVED**, that this written consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission (including, without limitation, ".pdf") shall have the same effect as delivery of a manually executed counterpart thereof. This written consent shall be filed in the minutes of the Company.