

**PROMISSORY NOTE  
(2009 LETTER OF CREDIT)**

\$5,500,000.00

Denver, Colorado

FOR VALUE RECEIVED, the undersigned, **MISSOURI GAS UTILITY, INC.** a Colorado corporation (the "Company"), promises to pay ON DEMAND to **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (the "Bank"), the principal sum of Five Million Five Hundred Thousand and 00/100 U.S. Dollars (U.S. \$5,500,000.00) or such lesser amount as the Bank has paid to The Bank of New York Mellon Trust Company, N.A., as Trustee, pursuant to Letter of Credit No. \_\_\_\_\_ dated as of May \_\_, 2009 for which the Bank has not been reimbursed by the Company pursuant to the Reimbursement Agreement, as defined below, together with interest on the unpaid principal balance from time-to-time outstanding at the Overdue Rate (as defined in the Reimbursement Agreement). Interest shall be computed for actual days elapsed on the basis of a 365-day year.

Payments of both principal and interest are to be made in accordance with Section 2 of the Reimbursement Agreement. Such payments are to be made in immediately available funds in lawful currency of the United States of America at the principal office of the Bank, or such other place as the holder of this Note shall designate to the Company in writing.

This Note evidences certain obligations of the Company to the Bank arising under the Reimbursement and Pledge Agreement dated as of \_\_\_\_\_, 2009, by and among the Company, Summit Utilities, Inc. and the Bank (as amended, modified, supplemented or restated from time-to-time, the "Reimbursement Agreement"). Reference is made to the Reimbursement Agreement for the rights and obligations of the Bank and the Company, including without limitation, the indemnification provisions, the payment of fees and expenses, and the waiver of jury trial set forth in the Reimbursement Agreement.

The Company agrees to pay all costs, expenses and fees, including all reasonable attorneys' fees, which may be incurred by the Bank in enforcing or attempting to enforce this Note or in collecting or attempting to collect the payments due hereunder, whether the same shall be enforced by suit or otherwise.

The Company waives demand, presentment, protest and notice of nonpayment and protest.

If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provision shall not be in any way affected or impaired in any other jurisdiction.

No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy which the holder may have.

All notices given hereunder shall be given in accordance with the notice provisions of the Reimbursement Agreement.

MISSOURI GAS UTILITY, INC., a Colorado corporation

By \_\_\_\_\_  
Michael P. Earnest, President