

\$4,715,000
Summit Utilities, Inc.
Variable Rate Demand Revenue Bonds
(Missouri Gas Utility, Inc. Project)
Series 2008B

Appendix 11

REMARKETING AGREEMENT

September __, 2008

Summit Utilities, Inc.
7810 Shaffer Parkway, Suite 120
Littleton, Colorado 80127

Ladies and Gentlemen:

This is to confirm the agreement between the undersigned, Gates Capital Corporation (the “Agent”), whose principal office is located at 100 Park Avenue, 22nd Floor, New York, New York 10017-5516, and Summit Utilities, Inc., a Colorado corporation (the “Company”), for the Agent to act as exclusive remarketing agent in connection with the offering and sale from time to time in the secondary market of the Company’s \$4,715,000 Variable Rate Demand Revenue Bonds (Missouri Gas Utility, Inc. Project), Series 2008B (the “Series 2008B Bonds”), issued under and pursuant to a Master Trust Indenture dated as of August 7, 2008, as amended and supplemented by the Series 2008B Bonds Supplement dated as of September __, 2008 (collectively, the “Indenture”), by and between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee thereunder (the “Trustee”). All capitalized terms used herein and not defined herein shall have the meanings specified in the Indenture. The Series 2008B Bonds are being issued in book-entry only form, and the parties acknowledge that, where appropriate, references herein to Series 2008B Bonds shall mean Beneficial Ownership Interests therein.

Section 1. Appointment of Agent; Responsibilities of Agent.

(a) Subject to the terms and conditions herein contained, the Company hereby appoints the Agent, and the Agent hereby accepts such appointment, as exclusive Remarketing Agent in connection with the offering and sale of the Series 2008B Bonds from time to time in the secondary market subsequent to the initial offering, issuance and sale of the Series 2008B Bonds.

(b) This Agreement constitutes the acceptance by the Agent of the duties and obligations imposed upon it under the Indenture, and a copy hereof shall be delivered to the Company, the Series 2008B Credit Facility Provider and the Trustee. The Agent agrees particularly to:

- (i) compute the Adjustable Rates and the Fixed Interest Rate, as applicable, and give notices of such computations to the Trustee on

each applicable Interest Rate Determination Date, all in accordance with the Indenture;

(ii) keep such records relating to its computations of interest rates for the Series 2008B Bonds as shall be consistent with prudent industry practice and make such records available for inspection by the Company, the Trustee and the Series 2008B Credit Facility Provider at all reasonable times; and

(iii) perform all of its functions and duties under the Indenture.

(c) The Company agrees that, unless this Agreement has been previously terminated pursuant to the terms hereof, the Agent shall act as exclusive Remarketing Agent for the Company with respect to the Series 2008B Bonds on the terms and conditions herein contained at all times, including any remarketing of the Series 2008B Bonds in connection with, or in anticipation of, the establishment of an Interest Period Reset Date.

(d) It is understood and agreed that the Agent's responsibilities hereunder will include (i) the soliciting of purchases of Series 2008B Bonds by investors able to purchase taxable securities, (ii) effecting and processing such purchases, including billing and causing the proceeds from the secondary sale of the Series 2008B Bonds to be transferred to the Trustee for deposit in the Series 2008B Bonds Account of the Remarketing Reimbursement Fund, (iii) performing its obligations as provided in the Indenture and (iv) performing such other related functions as may be requested by the Company and agreed to by the Agent.

(e) Notwithstanding anything herein to the contrary, the Agent shall remarket the Series 2008B Bonds only on a best efforts basis.

Section 2. Furnishing of Offering Materials.

(a) The Company agrees to furnish the Agent with as many copies as the Agent may reasonably request of the Offering Memorandum dated September __, 2008 (the "Offering Memorandum"), and such other information with respect to the Company and the Series 2008B Bonds as the Agent shall reasonably request from time to time.

(b) If at any time during the term of this Agreement any event known to the Company relating to or affecting the Company, the Series 2008B Credit Facility Provider, the Indenture, the Series 2008B Reimbursement Agreement or the Series 2008B Bonds shall occur that might affect the correctness or completeness of any statement of a material fact contained in the Offering Memorandum that would affect the marketability or price of the Series 2008B Bonds, the Company will promptly notify the Agent in writing of the circumstances and details of such event; provided that notification of any event affecting the Company or the Series 2008B Credit Facility Provider that is described in any filing by the Company or the Series 2008B Credit Facility Provider, or a holding company parent, under the Securities Exchange Act of 1934, as amended (the

“Exchange Act”), shall be deemed given to the Agent upon the making of such filing with the Securities and Exchange Commission (the “SEC”) under the Exchange Act.

Section 3. Conditions to Agent’s Obligations. The obligations of the Agent under this Agreement have been undertaken in reliance on, and shall be subject to, the accuracy of and compliance with the representations, warranties, covenants and agreements of the Company contained in the Bond Purchase Agreement dated September __, 2008 (the “Purchase Agreement”), by and between Municipal Capital Markets Group, Inc., as underwriter, and the Company, on and as of the date of delivery of this Agreement and on and as of each date on which Series 2008B Bonds are to be offered and sold pursuant to this Agreement and are also subject, in the discretion of the Agent, to the following further conditions:

(a) On and prior to an Interest Period Reset Date, the Indenture and the Series 2008B Credit Facility shall be in full force and effect and shall not have been amended, modified or supplemented in any way that would materially and adversely affect the Series 2008B Bonds, except as may have been agreed to in writing by the Agent; and

(b) At or prior to the date of delivery of and payment for the Series 2008B Bonds (the “Closing”), the Agent shall have received an executed counterpart of the Purchase Agreement and all closing documents required by, and delivered pursuant to, the Purchase Agreement.

Section 4. Term and Termination of Remarketing Agreement. This Agreement shall become effective upon execution and delivery by the Agent and the Company, and shall continue in full force and effect to and including the earlier of the date all the Series 2008B Bonds have been remarketed and bear interest at a Fixed Interest Rate or the final maturity of the Series 2008B Bonds, subject to the right of either party to cancel this Agreement at any time upon the giving of not less than 30 day’s prior written notice thereof to the other party. Any such notice also shall be given to the parties set forth in the Indenture.

In addition to the provisions of this Section, the Agent may terminate its obligations under this Agreement at any time by notifying the Company in writing or by telegram, telex or other electronic communication of its election so to do, if:

(a) legislation shall be introduced by committee, amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the SEC or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Series 2008B Bonds, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended (the “Securities Act”) and as then in effect, or the Exchange Act as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect or otherwise prohibiting the offering or sale of obligations of the general character of the Series 2008B Bonds, or the Series 2008B Bonds as contemplated hereby;

(b) any event shall have occurred, or information shall have become known, which, in the Agent's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Offering Memorandum, as the information contained therein has been supplemented or amended by information, furnished or supplemented to the Agent in accordance with Section 2 hereof, or causes the Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or if the Offering Memorandum, as so supplemented or amended to reflect such event or information, causes the market price or marketability of the Series 2008B Bonds to be materially adversely affected;

(c) any legislation, resolution, ordinance, rule or regulation shall be introduced in, or be enacted by, any federal governmental body, department or agency of the United States of America or the State of New York, or a decision by any Court of competent jurisdiction within the United States of America or the State of New York or State of Colorado shall be rendered which, in the Agent's reasonable opinion, materially adversely affect the marketability of the Series 2008B Bonds;

(d) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(e) any governmental authority shall impose, as to the Series 2008B Bonds, or obligations of the general character of the Series 2008B Bonds, any material restrictions not now in force, or increase materially those now in force;

(f) any rating relating to the Series 2008B Bonds shall have been downgraded or withdrawn by a national rating service, which, in the Agent's reasonable opinion, materially adversely affects the marketability of the Series 2008B Bonds; or

(g) a war involving the United States of America shall have been declared, or any existing conflict involving the armed forces of the United States of America shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Agent's reasonable opinion, materially adversely affects the marketability of the Series 2008B Bonds.

Section 5. Payment of Fees and Expenses. The Company shall pay the Agent an annual fee equal to one eighth of [one percent (0.125%)] of the principal amount of Series 2008B Bonds outstanding as long as the Series 2008B Bonds bear interest at any of the Weekly Interest Rate, the One Month Interest Rate, the Three Month Six Month Interest Rate, the One Year Interest Rate, Interest Rate. The Agent will invoice the Company for the amount of any such fee, which shall accrue commencing the date of Closing, shall be payable quarterly in advance on the first day of January, April, July and October, and shall be calculated on the basis of the principal amount of Series 2008B Bonds outstanding on the first day of the following quarterly period; provided that the fee for the period from date of Closing through September, 2008, shall be

prorated and paid at Closing. If Series 2008B Bonds are paid, redeemed or retired during the quarterly period for which the fee has been paid in advance, then the Agent shall return to the Company a pro rata portion of such quarterly fee paid allocable to the portion of the quarter remaining. Should the Series 2008B Bonds at any time bear interest at the Five Year Interest Rate, the Ten Year Interest Rate or the Fixed Interest Rate, the Company shall pay the Agent a fee not to exceed three quarters of one percent (0.75%) of the principal amount of the Series 2008B Bonds actually remarketed, with such fee to be paid by the Company within five days of the receipt of an invoice from the Agent, and with any such fee to be calculated on the basis of the aggregate principal amount of Series 2008B Bonds so remarketed during the period covered by the invoice. The obligations of the Company to pay the fees provided for in this Section and incurred prior to the termination of this Agreement shall survive the termination of this Agreement.

Section 6. Indemnity. The Company hereby indemnifies and holds harmless the Agent, the officers, directors, employees, members and agents of the Agent and each person, if any, who controls the Agent within the meaning of Section 15 of the Securities Act or of Section 20 of the Exchange Act (each an "Indemnified Party"), from and against any and all claims, damages, losses, liabilities, costs or expenses which an Indemnified Person may incur by reason of any untrue statement or alleged untrue statement of any material fact contained in the Offering Memorandum (other than the information relating to the Series 2008B Credit Facility Provider, or to information supplied in writing by the Agent), or in any supplement thereto or other disclosure documents provided by the Company and used by the Agent in any remarketing of the Series 2008B Bonds, but only to the extent that such untrue statement or alleged untrue statement was made in the Offering Memorandum in the sections entitled "THE ISSUER" or "APPLICATION OF SERIES 2008B BOND PROCEEDS."

In case any action or proceeding shall be brought against one or more of the Indemnified Parties based upon any of the above in respect of which indemnity may be sought against the Company, such Indemnified Party shall promptly notify the Company in writing so as not to prejudice the defense of any such action or proceeding, enclosing a copy of all papers served. In case any such action or proceeding shall be brought against any Indemnified Party and it shall notify the Company of the commencement thereof, the Company shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party in such proceeding and shall pay the fees and disbursements of such counsel relating to such proceeding. The Indemnified Party shall have the right to employ its own counsel in any such action or proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Company shall have agreed in writing to pay the fees and expenses of such counsel, (ii) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnified Party in the conduct of the defense of such action or proceeding (in which case the Company shall not have the right to direct the defense of such action or proceeding on behalf of the Indemnified Party), or (iii) the Company shall not in fact have employed counsel to assume the defense of such action. The Company shall not be liable for the settlement of any action or claim effected without its consent.

The Company shall also reimburse any Indemnified Party for all reasonable expenses incurred by it, including compensation for witnesses' time and the fees and expenses of separate

counsel, in connection with the Indemnified Party's being compelled to appear as a witness in any action or proceeding resulting from any untrue statement, or alleged untrue statement, or omission or alleged omission in respect of which the Indemnified Party would be entitled to indemnity and described in the first paragraph of this Section 6, against the Company or in connection with the Series 2008B Bonds, whether or not the Indemnified Person is named in such action or proceeding.

To the extent the indemnification provided for under this Section is judicially determined to be unavailable (other than in accordance with the terms hereof) to an Indemnified Party in respect of any losses, claims, damages or liabilities referred to therein, then the Company, in lieu of indemnifying such Indemnified Party thereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Indemnified Party on the other hand from the remarketing of the Series 2008B Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Indemnified Party on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Indemnified Party on the other hand in connection with the offering of the Series 2008B Bonds shall be deemed to be in the same respective proportions as the net proceeds from the original offering of the Series 2008B Bonds (before deducting expenses) received by the Company and the total fees received by the Indemnified Party bear to the aggregate public offering price of the Series 2008B Bonds. The relative fault of the Company on the one hand and of the Indemnified Party on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The indemnities and obligations of the Company contained in this Section 6 shall survive the termination of this Agreement.

Section 7. Representations and Warranties of Agent. The Agent represents and warrants to the Company as follows:

- (a) the Agent has full power and authority to take all action required to be taken by it under, and to perform and observe the covenants and agreements on its part contained in, this Agreement;
- (b) the Agent has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date for the execution, delivery and performance of this Agreement and the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated hereby;
- (c) this Agreement, when executed and delivered to the parties hereto, will constitute a valid and binding obligation of the Agent enforceable against such Agent in

accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally;

(d) the execution and delivery of this Agreement, the compliance with the terms, conditions or provisions hereof, and the consummation of the transactions herein contemplated do not, upon the date of execution and delivery thereof, and will not violate any presently existing law, regulation, order, writ, injunction or decree of any court or governmental instrumentality applicable to the Agent; and

(e) the Agent represents that it is a registered broker-dealer under the Exchange Act or is temporarily exempt from such registration pursuant to rules adopted by the SEC; and that its financial condition is such that it may, in accordance with and pursuant to (a) Rule 15c3-1 promulgated by the SEC under the Exchange Act, (b) any rule of like import imposed by any national securities exchange of which the Agent is a member, and (c) any restriction imposed by any such exchange or governmental authority, enter into the commitment to remarket the Series 2008B Bonds, pursuant to this Agreement.

Section 8. Miscellaneous.

(a) Except as otherwise specifically provided in this Agreement or the Indenture, all notices, demands and formal actions under this Agreement shall be in writing and mailed by first class mail or delivered to the applicable notice address set forth in or otherwise provided pursuant to the Indenture.

(b) The obligations of the respective parties hereto may not be assigned or delegated to any other person without the consent of the other parties hereto. This Agreement will inure to the benefit of and be binding upon the Company and the Agent and their respective successors and assigns, and will not confer any rights upon any other person, partnership, association or corporation other than each Indemnified Party. The terms "successors" and "assigns" shall not include any purchaser of any of the Series 2008B Bonds merely because of such purchase.

(c) Paragraph headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such paragraph headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

(d) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

(e) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

[Signature page follows]

If the terms of this Remarketing Agreement are acceptable to you, please so indicate by signing the acceptance below and delivering an executed copy hereof to the undersigned.

Very truly yours,

GATES CAPITAL CORPORATION

By: _____
Robert D. DeMonbrun, Senior Vice
President

The foregoing Remarketing Agreement is hereby confirmed and accepted as of the date first above written.

SUMMIT UTILITIES, INC.

By: _____
President