

SECOND AMENDMENT

TO GAS GATHERING AND SERVICES AGREEMENT

THIS SECOND AMENDMENT TO GAS GATHERING AND SERVICES AGREEMENT ("Second Amendment") is made and entered into effective this 1st day of April, 2012 ("Effective Date") between TRATON ENGINEERING ASSOCIATES, L.P. ("Producer") and CRESTWOOD ARKANSAS PIPELINE LLC ("Gatherer").

RECITALS:

Whereas, Producer and Gatherer, are parties to that certain Gas Gathering and Services Agreement dated November 15, 2011 (the "Agreement") as amended by the First Amendment dated April 30, 2012 (the "First Amendment") covering the gathering and redelivery of Producer's gas for a fee as described in Exhibit "C" attached thereto and made part hereof; and

Whereas, Producer and Gatherer desire to amend the Agreement as amended by the First Amendment with respect to the Gathering Fee, as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants herein, Gatherer and Producer agree as follows:

1. The Gathering Fees specified in Exhibit C of the Agreement as amended by the First Amendment are deleted, and replaced with the following:

<u>"Volumetric Tier (Mcf/day)</u> <u>(based on a daily average during the Month)</u>	<u>Rate\$/Mcf</u>
First 0-1000 Mcf/d	\$0.35/Mcf
All volumes above 1001 Mcf/d	\$0.30/Mcf

2. The Gathering Fees specified in Section 1 above shall be in effect for three (3) Months commencing on the Effective Date of this Second Amendment, and ending on June 30, 2012. Prior to the end of the three (3) Month period, and thereafter, on a month to month basis, Gatherer will advise Producer, in writing, at least ten (10) Days prior to the end of the Month, of the Gathering Fees to be charged by Gatherer for Gatherer's services in the following Month not to exceed original Gas Gathering & Service Agreement, Exhibit C, effective 11-15-11. In the event that Gatherer does not advise Producer of a different Gathering Fee for the next Month, the then current Gathering Fee shall apply for the next Month.

This Second Amendment contains the entire understanding of the Parties hereto with respect to the matters addressed herein. Except as amended by this Second Amendment, the terms, conditions, and covenants of the Agreement shall continue in

full force and effect in accordance with its terms. Capitalized terms used but not otherwise defined herein shall have the meaning given such terms in the Agreement.

This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and which together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Second Agreement as of the Effective Date.

PRODUCER:

TRATON ENGINEERING ASSOCIATES, L.P.

By: Traton Engineering Inc.
Its: General Partner

By: Patrick W. Merritt

Name: Patrick W. Merritt

Title: President

GATHERER:

CRESTWOOD ARKANSAS PIPELINE LLC

By: Daniel Craig

Name: Daniel Craig 5/29/12

Title: Vice President