

NOMINATION PROCEDURES
EXHIBIT
to the
GAS GATHERING AGREEMENT

1 Subject to the terms of this Agreement and the availability of capacity on the Individual Pipeline System, Gatherer shall gather that volume of Gas and Condensate attributable to the interest owned or controlled by Producer in wells drilled within the Gathering Area or lands or leases unitized therewith; provided, Producer, or Producer's Aggregator or Transporter or nominee will accept the Condensate and Gas Redelivered on Producer's behalf at the respective Delivery Point(s).

2 Producer or its Aggregator shall make all Nominations, including modifications thereto, via EGS and in accordance with Gatherer's and Transporter's Nomination procedures. All other arrangements necessary for Transporter to receive Producer's Gas at the Gas Delivery Point(s) shall be Producer's sole responsibility. Producer or Producer's Aggregator shall complete and execute the EGS authorization form and receive written approval from Gatherer prior to submitting electronic Nominations.

3 Subject to the operating conditions of the Gathering System and the gas quality specifications set forth in Section 7, Gatherer shall receive, schedule and deliver the Nominations, plus any required Gas for Fuel and Loss and Pipeline Condensate. The Nomination for receipt, net of applicable Fuel and Loss and Pipeline Condensate, shall equal the Nomination for delivery, unless the Nomination includes make-up quantities to correct imbalances or is authorized by Gatherer under its Nomination procedures.

4 In the event that EGS is unavailable, a Nomination or modification may be submitted by e-mail or fax, which shall include at a minimum:

- (i) Producer or Producer's Aggregator's name and Gatherer's Contract Number;
- (ii) Daily quantity of Gas to be gathered under this Agreement (in MMBtus);
- (iii) The quantities of Gas to be received by Gatherer at a Point(s) of Receipt and delivered by Gatherer to Point(s) of Delivery;
- (iv) The beginning and ending dates for the modification of the Nomination;
- (v) Changes with respect to the Transporter and/or any contract(s) with downstream connected Persons; and
- (vi) Such other information as Gatherer deems necessary or desirable.

5 Notwithstanding any other provision of this Agreement, Gatherer shall have the right to refuse any Nomination to the extent it threatens the operational integrity of the Gathering System or is denied by Transporter.

6 The Parties' contact information for Nominations and scheduling is set forth in the Agreement.

The Nominations procedures in this Exhibit may be amended by Gatherer from time to time upon five (5) business days' notice to the other Party and posting the new procedures to Gatherer's EBB.